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The Solicitors' Journal.

LONDON, FEBRUARY 24, 1866.

SOME TIME AGO* we called attention to the advertisement of a company calling itself the "Incorporated Commercial and General Legal Advice Association (Limited)," the grossly unprofessional nature of which does not admit of question, but we were scarcely prepared for such a remarkable exposure as the association was made the subject of in the Court of Queen's Bench this week. We do not like to use hard terms, and can safely leave our readers to supply their fitting expressions for themselves; but we think it desirable that the profession should know how this "cheap law association" contrives to live.

First, then, it is expressly admitted that the seven gentlemen who "attend daily," are represented by one "gentleman" (?) who looks in "occasionally" when an "appointment is made on particular business;" and it appears, though not so explicitly confessed, that the "full staff of solicitors and attorneys of long standing and experience," puffed forth in the prospectus, is represented by one person, cognomine Hincks, or Hinks, or Hinkes (the newspapers differ as to the orthography of this worthy's name), who has not taken out his certificate, "and consequently does not practise," and who, after admitting that statement after statement of this precious prospectus was a shameless lie, seems to think it very wrong that he should be supposed to be ashamed of his connection with it. Mr. Revans, indeed, says that, "there are six rooms used as offices," but he does not say by different officers, and if he had, we would not have felt called upon to believe him, after his previous statement that "they" (the counsel) "came to the office by appointment," whereas the more truthful Hinks admitted that but *one* ever came, and he "looked in occasionally." So much for the legal "staff."

As to the association itself, we have grave doubts whether it consists of anyone except Messrs. Revans and Hinkes. The former, indeed, in answer to the question "How many members have you?" replies, "We could not be incorporated with less than seven," but so obvious a shuffle from such a witness cannot be entitled to any weight, and no one was mentioned or produced who had any connection with the office, except the manager who thinks he may fairly swear that one barrister who looks in occasionally is "seven counsel in daily attendance," and the uncertificated attorney who objects to being ashamed of himself.

But the genius of the association shines forth when we launch the financial question. We are sure numbers of our readers have puzzled themselves over the problem how to conduct all the law affairs of all one's clients at the moderate charge of £5 5s. per annum each and costs out of pocket. Nothing easier, my dear sir, all *employés* of the association are to be satisfied with ten per cent. of their demands exceeding £300, and with half their demands of any less amount, the association taking the sum of £90 per cent., or £50 per cent. as the case may be, for "giving the introduction." Truly "promotion money" on a most magnificent scale.

* 10 Sol. Jour. 267.

The following is a short report of the case which has elicited all this informatton:—

Hayes v. *The Incorporated Commercial and General Legal Advice Association (Limited).*—This was an action to recover the sum of £89 for work and labour for the association, which, as the learned counsel for the plaintiff remarked, was of a very limited character.

Mr. *Prentice* was counsel for the plaintiff, and Mr. *Kidd* for the defendant.

The plaintiff, who is a surveyor, received instructions from Mr. Revans, the manager of the association, to value certain property in the neighbourhood of Thurloe-square, which was required for railway purposes. Mr. Revans said the association must have a portion of his commission. The valuation amounted to £17,854, and his commission of one-half per cent., to £89.

Mr. Revans claimed for the association one-half of the charge, because it would be too much for doing so little.

Mr. *Prentice*—You say for doing very little. Pray, what did the association do?—The association did a great deal. They gave the introduction. If the amount to be received came to £300, the association was to have one-half. Above that sum the parties were only to have 10 per cent. of the amount charged.

What! And the association to take 90 per cent.?—Yes. Exactly so.

I read the notice as to counsel in the prospectus. Now, let me ask you, do you mean to tell the jury that all these gentlemen attend at the office daily?—Well, they do in this way. They come to the office upon particular business by appointment, and in that sense they may be said to attend daily?

Then they are not at the office daily?—Yes, in the way I have stated.

I see the prospectus also states that there are attorneys and solicitors for four branches of the law. Are they in daily attendance at the office?—Yes; in the same way as the counsel.

How many members are there in the society?—We could not be incorporated with less than seven.

Do you mean to say there are solicitors in daily attendance?—Yes. As they are wanted they are sent for. There are six rooms used as offices. I occupy one.

Mr. Hinkes was then called.

In cross-examination he said he had a room at the offices. He was an attorney, but did not take out his certificate, and did not, therefore, practise.

Are there any counsel in daily attendance at the office?—Well, no. One looks in sometimes.

And he attends to all the departments?—Yes.

Are there any attorneys and solicitors in daily attendance at the offices?—No.

Then the statement is not true. (Hesitating).—No.

You are ashamed of it, are you not?—You ought not to put that question to me.

After this we trust we shall hear of Messrs. Revans and Hinkes figuring before a somewhat different Court in a somewhat different capacity.

ON THURSDAY, in *Lilley* v. *Allen*, a motion before Vice-Chancellor Stuart, Mr. Malins referred to the case of *Clark* v. *Elliot*, 1 Madd., as a decision in his favour. Mr. Marten said he had an old copy of Maddock, in which he found a manuscript note to the effect that that case had been overruled on appeal. Mr. Malins replied that it would be singular to find the note correct, because it had escaped Lord St. Leonards' notice. The Vice-Chancellor having sent for the Registrar's book, said that under date July, 16, 1816, there was an entry confirming the accuracy of the manuscript note in Mr. Marten's book.

IN A PREFACE to the new number of their reports Messrs. Best & Smith refer to Mr. Scott's unwarrantable attack on them, already noticed in this Journal,* and remark—"So far as this matter is a question between our veracity and that of Mr. Scott, we would leave it to the judgment of the profession without the slightest fear for the result; but this is unnecessary, as the truth can be demonstrated. The prefatory notice to the first part of Harrison and Rutherford, published 22nd January, 1866,

* 10 Sol. Jour. 309.

contains the following passage, which was perused and approved by the judges of the Common Pleas before publication, and Mr. Scott himself was made acquainted with that circumstance before he issued the recent part of his reports:—'The judges of this court, while declining to take part with any set of reports exclusively, have expressed their approbation of Messrs. Harrison & Rutherford as reporters, and have kindly promised to give them the usual facilities for obtaining the written judgments and papers essential for correctly reporting cases.'" This exactly bears out the view of the case which we submitted to our readers in our former notice.

THE COURTS OF JUSTICE COMMISSION, in their draft proposed instructions to competing architects, call special attention to the Court of the Master of the Rolls in Roll's-yard, the Court of Exchequer, at Westminster, the new Courts at Manchester and Brecon, and the Crown Courts at Cambridge as those which have been spoken of with approval by some of the Commissioners. This, with the following extract from "Remarks and Explanations," under schedule No. 1 A, answers the question put by * "Vita," so far as any reply can be given to it at present. "Distinct and separate access to be provided for counsel, which may, however, also be used by attorneys. Arrangements to be made for completely separating mere spectators on the one hand from the bar, attornies, parties, witnesses, and jurors on the other hand; and this separation should be affected by appropriating a distinct part of the court for spectators, the access to which shall be by means of separate entrance, internally, and also, if practicable, externally, from the roadway or street. Suitable separate accommodation, with facilities for writing and arrangement of papers, to be provided in each court for the attorneys."

Attached to all the Courts of Equity will be rooms for counsel and consultation, for attorneys, separate rooms for male and female witnesses, and there will be a "spare court" with the like accommodation.

In the chambers of the Equity judges, beside the judge's room, there will be rooms under divisions 1, 2, and 3, for the chief clerks, room for witnesses, married women waiting for examination, and wards of court, rooms for winding up joint stock companies and other matters, with spare room or rooms. There will be eleven rooms for the existing registrars, and a twelfth and thirteenth, providing for the appointment of two additional registrars. There will be a bagbearer's room for the inspection of cause books, a stationers' room and office for the sale of stamps, also a copying room. There will be seven taxing master's rooms, with rooms for principal and assistant clerks, and similar accommodation in the event of the appointment of additional taxing masters, with a library attached.

Under the head of "Accountant-General's Office," six public offices are provided for, with general waiting-room, ladies' waiting-room, library and depository for papers, books, &c. To the Record and Writ and Report Office will be attached rooms for general business, reception of proceedings in recent causes filed, and documents deposited in Record Office; and the same with regard to the Report Office and a Petty Bag Office. In the Examiners' Office there will be rooms for the examination of witnesses, and separate waiting-rooms for male and female witnesses. The Enrolment Office is next provided for. Then follow rooms for masters, visitors, and registrars in lunacy, with accommodation for clerks, assistant clerks, &c. And the last under the head of "Offices of the Court of Equity," is the office of the Solicitor to the Suitors' Fund, with clerks' office and waiting-room.

Under "Courts of Common Law" are first the Queen's Bench Court and rooms, and in connection with these there will be a room for hearing summonses, jury room, jury waiting-room, rooms for plaintiffs' male and female witnesses, the same for defendants' witnesses; Nisi Prius Courts, and accommodation for jury and witnesses, rooms for counsel and consultations, and rooms for attorneys and for arranging cases coming on. The like accommodation is provided as regards the Courts of Common Pleas and Exchequer. Attached to the Exchequer Chamber there will be a room in which the fifteen judges will assemble. There will also be a spare court, in connection with which will be cells for prisoners and persons committed for contempt of Court.

Under the head of "Chambers of the Common Law Judges," provision is made for a room for the Lord Chief Justice, public room, counsel's waiting-room, &c., and as a part of the Queen's Bench chambers, a public hall covering a superficial area of 1,200 feet. The offices of the Common Law Courts will consist of masters' rooms, library or consultation rooms, public hall for attorneys and others in attendance, male and female witnesses' rooms, with various others necessarily incident to the business to be transacted. Then follow the Associates' offices, the Crown office, the Queen's Coroner and Attorney's office, the Queen's Remembrancer's office, with rooms for witnesses, references, and examinations, the Circuit Associates' offices, and registry of acknowledgment of deeds by married woman.

Under schedule No. 41, O O, are the Courts of Probate, and Divorce and Matrimonial Causes. In connection with this there will be judge's rooms for hearing summonses and causes in *camera*, registrar's room, clerk-of-rules' room, and waiting-room, consultation rooms, jury rooms, plaintiffs' and defendants' male and female witnesses' rooms, room for attorneys and for arranging causes coming on. There will be registrars' offices, the seats and correspondence, personal application, clerk of the papers, and the divorce departments.

Under the head of the record keeper's department there will be rooms for two or three clerks each; rooms for public to read wills and search, for literary inquiries, preparation of calendars, examining old and curious wills, &c. Rooms will be provided for Superintendent of Inland Revenue department, and for examiners, and making copies, for receivers of wills and the sealer. An additional Court will be provided for Ecclesiastical, Admiralty, Probate, and Divorce business, and the necessary offices will be attached.

Under schedule No. 52, Z Z, comes the Admiralty Court, and in connection with this there will be rooms for Trinity masters, witnesses, and jury, principal and assistant registrars, chief clerk, marshall, &c.

The Court for the judicial committee of the Privy Council will cover an area of 2,100 superficial feet; and therewith will be connected an ante-room, room for president, board room used by the judicial committee, rooms for registrar, usher, counsel, and counsultations and robing room.

Under Schedule No. 54, B B B, are the Crown Officers' rooms, consisting of rooms for Attorney and Solicitor-General, and Queen's-Advocate, and their clerks in waiting.

Under schedules No. 55, C C C, 56, D D D, and 57, E E E, are the Bankruptcy Court and offices, Land Registry office, and Middlesex Registry office, but these are left blank.

The estimate on which the Acts of Parliament proceeded was £750,000, and although the accommodation required has since been extended, the Commissioners hope that amount will not be much increased.

SIR CHARLES WOOD has concluded his Indian administration by creating a fourth High Court for the Upper Provinces. Mr. Justice Morgan, one of the High Court judges, is chief justice, and Mr. Turner, of the Western Circuit, is the second barrister judge. Mr. Markby, of the Norfolk circuit, as already noticed, succeeds Mr. Morgan at Calcutta.

MR. THOMAS DUNBAR INGRAM has been appointed to the Professorship of Jurisprudence and Indian Law in

* 10 Sol. Jour. 365.

the Presidency College, Calcutta. Mr. Ingram was called to the bar by the Hon. Society of Lincoln's-inn on the 17th November, 1856, having obtained the studentship given by the Council of Legal Education in Hilary Term, 1855.

THE LIST OF ELECTION PETITIONS is complete. Fifty-four in all have been presented, affecting seventy-one seats. Of these those which principally concern our readers are, Cambridge, against the return of Mr. Forsyth, Q.C.; Bridgwater, against Mr. A. K. Kinglake; Canterbury, against Mr. Huddleston, Q.C., and his colleague; Taunton, in favour of Mr. Cox; Portsmouth, against Mr. Serjeant Gazelee; Horsham, by Mr. Seymour Fitzgerald; Devon, against Mr. Freshfield; Devonport, in favour of Mr. Phinn, Q.C.; Hereford, against Mr. Baggally, Q.C.; Derry, by Mr. Samuel M'Curdy Greer; Louth, against Messrs. Fortescue and Kennedy; and King's County, by Mr. John Pope Hennessy.

IF IT IS "ABSOLUTELY NECESSARY for the prevention of a certain class of offences that policemen in plain clothes should be employed," an allegation we are by no means prepared to traverse, the policemen so employed ought to be exceedingly wary in their actions. Recent experience plainly shows that the service is one most perilous, not only to those employed, but to the peace-loving public, and any rashness on the part of a policeman so employed is calculated to bring into discredit his office, to say nothing of the risk of counterfeits. The letters which have appeared in the daily journals since the unfortunate affair between Mr. Ferguson and a policeman in plain clothes, whom he mistook for a garrotter, show that there are about London men of a sufficiently determined character to "resist the charming" of a man who has nothing to show in corroboration of his bare word that he is a police constable. How far anyone would be held to have resisted lawful authority in preventing capture or search by a plain-clothes constable may be difficult of determination, but if such a constable should find himself mistaken for a thief and treated accordingly, the moral blame must rest exclusively on himself and his employers, whatever the legal aspect of the affair might be. Suppose a gentleman, for instance, to be disturbed out of his sleep by a man not apparently in police uniform, told that a burglar is on his premises, and that his informant desires to search the house and grounds to discover his hiding place; we venture to say that few householders would be found credulous enough to open the door to such an one. But if a burglar were in truth concealed upon the premises, and escaped through want of a careful search, who is to be blamed for such a failure of justice? The policeman for not giving such evidence of his authority as would place him beyond suspicion? or the householder for not giving implicit credence to the *ipse dixit* of one having no apparent authority? We think the former.

Nor is a concealed uniform, to be displayed *pro re nata*, sufficient for this purpose. A very simple process for a thief to adopt would be to wear an old police uniform under a great coat, and to show that as his authority whenever detected in a suspicious place or action; so long as men go about who hold an authority they can assume or conceal at pleasure, an opportunity is given for the personation of police constables which members of the criminal class will not neglect to take advantage of, and we may expect ere long to hear that the disguise of a plain clothes policeman has become exceedingly common among thieves.

Assuming it to be "undoubtedly necessary" to employ men in plain clothes to perform the duties of police constables, there is one way and one only which can make it safe either for themselves or for the public that they should be so employed. A policeman so employed should abstain from all active interference with any one except the particular person or persons (if any) named in the special instructions to be given him respecting the particular crime he is employed to prevent or detect. It cannot be necessary that men prowling about to ascertain the existence of undiscovered crimes should also have to act at once on the spur of the moment. If we are to have a large staff of constables, whose calling is very much that of spies and informers, surely some provision should be made for the direction of their duties, so that they should not go about *en amateur* committing all kinds of irregularities; and, at any rate, if no such regulation can be imposed or enforced, it ought to be settled as law that the public are not required to recognise policemen not in uniform, and the consequences of their interference should in every case be visited upon themselves.

IT IS ANNOUNCED that Lord Kingsdown will not again sit at the Judicial Committee of the Privy Council, but will continue to do so on appeals in the House of Lords.

IN *Tunaley v. Robertson*, which has already been before the Master of the Rolls, a question will have to be decided which reminds us of Martinus Scriblerus and his horses. A testator left his trinkets to A. and his miniatures to B. In some rings miniatures are set, to whom do those rings belong?

FROM A CONTEMPORARY we learn that the German jurist, Dr. L. Gessner, author of a work entitled "Le Droit des Neutres sur Mer," has now in the press a supplemental chapter, in which he reviews severely the condemnation of British ships as pronounced by Judge Betts in the New York District Prize Court. The principal case which Dr. Gessner has selected to illustrate the gross illegality of these condemnations is that of the *Springbok*. Dr. Gessner does not hesitate to denounce it as "a flagrant violation of neutral rights." He lays down broadly that "a neutral vessel, even when carrying contraband of war, is not liable to detention if bound for a neutral port, unless the vessel's papers show clearly on their face that said contraband is destined for the enemy's use. It is for this reason," continues Dr. Gessner, "that the search of a neural vessel by a belligerent is confined to the examination of its papers. If these are found in order, the vessels cannot legally be detained or carried into a port of the captor's country on mere suspicion, or for the purpose of their trumping up supplementary proofs to justify the unwarrantable detention. Moreover, supposing some contraband article to be found on board, these contraband articles alone are liable to condemnation, while the remainder of the cargo and the vessel itself cannot be condemned. In the case of the *Springbok*, hastily and most improperly condemned by the American Prize Court, the few trifling articles alleged by the captors to be contraband cannot, in my opinion, be considered as such, because those articles (viz., buttons and nitrate of potash for curing provisions) have never heretofore been included in the category of contraband, and their value did not exceed the sum of £225." Dr. Gessner's opinions are stated to be shared by Herr Heffter, the distinguished professor of law in the University of Berlin, and one of the most eminent judges of the Supreme Court of Prussia: they carry the rights of neutrals, however, further than has ever been recognised by any English court.

CONTRARY TO OUR ANTICIPATIONS,* the vacant *coif* has been conferred upon Charles Robert Barry, Esq., Q.C., M.P. for Dungarvan. The learned gentleman has for some time acted as law adviser at the Castle, and, as such, taken a very active part in the preparation of the cases against the Fenian prisoners. The new dignity may be considered as given in recognition of these services. Mr. Barry occupies a leading position at the common law bar, both at Nisi Prius, in Dublin, and on his circuit (the Munster). He has also had considerable practice upon Parliamentary committees. Mr. Barry

* 10 Sol. Jour. 370.

was called in Michaelmas, 1845; had a silk gown conferred upon him in August, 1859; and was elected a bencher of the Honourable Society of King's-inns in Hilary Term, 1863.

THE REPORTS of the Board of Trade on the Railway Bills of the Session are now making their appearance, and enough of them have been already issued to show how strictly they must be watched. The Metropolitan District Railway Company present a bill which is to confer on them power to underpin or otherwise strengthen any houses within 100ft. of their railway. The Board of Trade mildly suggest that it may deserve consideration whether the company ought to be allowed, without the consent of the persons interested, to put a buttress or shore or other stay above the surface of the ground against a house which they do not intend to purchase, as the object of the clause appears to be to preclude persons from claiming compensation on account of their houses being injuriously affected, and compel them to accept in lieu of it such strengthening as the company provide. The power asked by this company is "novel." This is a mild way of putting it indeed.

The Metropolitan Tramway Company apply for power to lay down tramways, not projecting above the surface of street, for the use of the company only, and for carriages moved by animal power only, from Upper Holloway, along High-street, Islington, and the City-road to Finsbury-square; from the Seven Sisters-road along Camden and Hampstead roads, and down Tottenham-court-road to its south end; from Edmonton to Kingsland, from Stratford to Whitechapel, and also tramways along any other streets, as may be agreed upon between the company and the street authorities. There is a clause in this bill which, where the tramway is laid near the side of the roadway, may preclude the stopping of vehicles at houses or shops on that side of the road or street.

The Pneumatic Despatch Company have already obtained powers to lay down tubes under the streets of the metropolis for the conveyance of despatches. They now ask powers which will enable them to convey passengers and goods. The bill proposes that they shall have power to purchase cumpulsorily aaults and cellars without purchasing the houses to which they are attached. This bill also asks the unprecedented power to take buildings or land compulsorily if authorised by the mere certificate of the Board of Trade. The owner of property taken from him compulsorily is not to have the right to have either the question of the necessity for taking it or the amount of compensation decided by a jury. A single arbitrator appointed by the Board of Trade is to settle the question of compensation. These would be strange laws, but we have little apprehension of their passing the ordeal of Parliament.

IN *Crux v. Aldred*, tried before Erle, C.J., on Monday, two jurymen complained that late on the previous Thursday evening they were summoned to attend on Friday. The Lord Chief Justice expressed great hope that, before long, the whole jury system would be put on a more satisfactory footing.

MR. WALKER, the retired Registrar in Chancery, whose death was recorded in our obituary notices last Saturday, was the last of the Registrars entitled to retire on full salary.

AT THIS TIME, when we have seen, and yet do see, the doctrine of the inherent right of "the executive" pushed in the public prints to an extreme which would have delighted the heart of Attorney-General Noy, the following opinion of the first law officer of a Government which has not shown itself disinclined to press its rights in this matter to the utmost, may at once be interesting and instructive.

It appears that the Senate of the United States have lately called upon the President to state upon what charges Jefferson Davis is confined, and why he is not brought to trial. In reply the President produces an opinion of the Attorney-General of the United States, of which the material parts are as follows:—

When the war was at its crisis, Jefferson Davis, the commander-in-chief of the army of the insurgents, was taken prisoner, with other prominent rebels, by the military forces of the United States. It was the duty of the military so to take them. They have been heretofore and are yet held as prisoners of war. Though active hostilities have ceased, a state of war still exists over the territory in rebellion. Until peace shall come in fact and in law they can rightfully be held as prisoners of war.

I have ever thought that trials for high treason cannot be had before a military tribunal. The civil courts have alone jurisdiction of that crime. The question then arises—Where and when must the trials therefore be held? In that clause of the constitution mentioned in the resolution of the Senate it is plainly written that they must be held in the State and district "wherever the crime shall have been committed."

The Attorney-General, after stating that many persons of learning consider that Davis might be brought to trial anywhere where the rebel armies had committed depredations, goes on to say:—

Not being persuaded of the correctness of that opinion, I have thought it not proper to advise you to cause criminal proceedings to be instituted against Jefferson Davis or any other insurgent, in states or districts in which they were not actually present during the prosecution of hostilities. Some prominent rebels were personally present at the invasion of Maryland and Pennsylvania, but all or nearly all of them received military paroles upon the surrender of the rebel armies. * * * It follows from what I have said, that I am of the opinion that Jefferson Davis and others of the insurgents ought to be tried in some one of the States or districts in which they in person especially committed causes with which they may be charged. None of the justices of the Supreme Court have held Circuit Courts in those States or districts since actual hostilities ceased. When the courts are opened and all laws can be peacefully administered and enforced in those States whose people rebelled against the Government; when thus peace shall come in fact and in law; the persons now held in military custody as prisoners of war, and who may not have been tried and convicted for offences against the laws of war, should be transferred into the custody of the civil authorities of the proper districts, to be tried for such high crimes and misdemeanours as may be alleged against them. I think it is the plain duty of the President to cause criminal prosecutions to be instituted before the proper tribunals, and at all proper times, against some of those who were mainly instrumental in inaugurating, and most conspicuous in conducting, the late hostilities. I should regard it as a direful calamity if many whom the sword has spared the law should spare also, but I would deem it a more direful calamity still, if the executive, in performing its constitutional duty of bringing those persons before the bar of justice to answer for their crimes should violate the plain meaning of the constitution, or infringe in the least particular the living spirit of that instrument.

JAMES SPEED, Attorney-General.

MR. LUSH, son of Mr. Justice Lush, held his first Chancery Brief in *Morgan* v. *Broder* before Vice-Chancellor Wood, on Saturday last.

IN REPLY to questions respecting the new law courts put to the first Commissioner of Works on Tuesday last, the public are informed that the competition for the design for the building is to be limited to six architects, namely, Messrs. Scott, Barry, Street, Waterhouse, Wyatt, and Hardwicke. We learn also that the selection of the fortunate one is confided to a committee of five, namely, the Lord Chief Justice, the Attorney-General, the Chancellor of the Exchequer, Mr. Cowper, and Mr. Stirling, the member for Perthshire. As to the relative merits of the six architects admitted to this competition much might be said, and it is to be hoped the committee will select the best man. The gentleman who designed the new law courts at Manchester has undoubtedly strong claims as a

well tried man, and we have in London many buildings as evidence of the efficiency or otherwise of the remaining five competitors. Probably interest will, in some measure, help to direct the choice, but until the designs appear it would be premature to express any opinion.

In *Wiltshire v. Marshall*, of which a note will be found elsewhere in our columns, a question of some importance and perplexity was judicially decided by his Honour after communication with the Taxing Master. An auctioneer and appraiser, who had been summoned as a witness from Littlehampton, was declared entitled to one guinea per day professional charge, and one guinea per day maintenance, with first class travelling fare for every day of his attendance or as required; but when Sunday intervened, maintenance only for that day.

The frequent stoppages of the carriage traffic of Chancery-lane, caused by the narrow gorge at the Holborn end, appears at length to have attracted the attention of the police authorities. Daily now may be seen a constable standing in the roadway of Chancery-lane, opposite the turning of Southampton-buildings, directing all the northward traffic, so as to prevent it meeting that coming towards the south. After many years, during which a block has occurred several times in an hour during the business portion of the day, there is quite an absence of excitement, and vehicles may now pass from Fleet-street to Holborn, by way of Chancery-lane, without the constant liability to be detained five or ten minutes by the obstinacy of a cab-driver.

An Indian contemporary says, that "Since the return of Mr. T. Chisholm Anstey to the bar, the attorneys of Bombay have agreed not to give him any more briefs. The question of a barrister receiving instructions direct from a client having been argued before the Acting Chief Justice (Mr. Couch), he has decided that the case of the suitor for whom Mr. Anstey appeared might be conducted by him without the intervention of an attorney. The Chief Justice, however, will submit the question to the judges." It was long since decided by the Court of King's Bench that there is nothing illegal, however professionally objectionable, in a barrister taking this course, which Lord Brougham threatened to do when menaced by a similar combination as a punishment for his political conduct.

CAPEL COURT LEGISLATION.

To apply remedies to social as well as political ills has always been a favourite project with legislators; yet "Kings and Laws" have always proved unsuccessful in such praiseworthy efforts. When Adam Smith wrote bureaucracy was at its zenith, and Parliament claimed, as its peculiar functions, the regulation of all processes of art and industry. It was reserved to Sir Robert Peel to exorcise this colossal phantom, and to impart the weight of legislative authority and sanction to principles which are now undisputed. The spirit of bureaucracy, however, still survives, though in a subdued form, and, occasionally, makes itself felt in the influence which self-constituted, but withal very intermeddling, bodies contrive to exercise on men's dealings and contracts. The Stock Exchange Committee may be regarded as the type of this class, and appear to exercise unlimited control over dealings in stocks and shares. The numerous bubble schemes of late years have lent an air of plausibility to their pretensions, and many consider that the committee acts as a useful breakwater against the raids of promoters on public credulity. Did the company really effect this object their public services would be invaluable. But we need hardly say that bubbles are as rife in Capel-court to-day as if no such body as the Stock Exchange Committee ever existed.

The committee appear to have recently perceived the futility of their preventive operations, and that they have hitherto achieved a mere random decimation of evils that required to be more vigorously eradicated. A considerable portion of the daily press, on the contrary, have considered that such ostracism ought not to be at all exercised by the committee, whose members might be shareholders in the companies adjudicated upon, or in rival concerns. *Nemo in causâ propriâ Judex esse debet.* A member of the committee, acting upon the current of public opinion, proposed to the committee to abdicate all the functions hitherto exercised by them respecting settling days. But the upshot of this and a counter proposition has been that the committee, like the Sibyl, have become more exacting than ever, and published a fresh Draconian code against the whole race of promoters and directors.

The objection to this intermeddling by the Stock Exchange Committee is very simple. The committee are not interfering in matters which do not concern them, but in which, on the contrary, some of their members may have thousands at stake. It is, therefore, a very suspicious pretension on the part of the committee to legislate for persons with whose interests their own may conflict. However, the committee, not at all disconcerted by the delicay of the situation, have recently propounded a set of rules which are intended to make all unscrupulous promoters cry *peccavi*. Promoters can, indeed, take care that contracts in the shares of their company may be made irrespectively of the committee appointing a settling day. But this might seem as if the new company were afraid of an investigation of its affairs by the committee; and, on the whole, we think, promoters will find great difficulty in evading the rules of the committee. This is, perhaps, not to be regretted. Bubble schemes so abound that the committee may possibly effect some good in pointing out the more dangerous descriptions of shoals and quicksands to intending investors, even though they themselves have enjoyed some portion of past wrecks. The regular course, however, to be pursued by the committee would be to apply to Parliament for an authoritative sanction of their dictatorship, or else to present a bill to amend the Companies' Act, and to require promoters to undergo a certain scrutiny before some legal or judicial body before launching their bubbles on 'Change. As the matter stands, the Stock Exchange Committee have a jurisdiction by consent, because contracts respecting shares are usually made contingent upon the appointment of a settling day by the committee. But as there is a rebellion at present on foot against the rule of that body, contracts for shares may soon come to be formed without any mention of the committee. At all events, if such a censorial body is required to protect the interests of the public, let it be like the tribunals of commerce on the continent, endued with legal authority. But if such bureaucracy is unnecessary or ineffective, let us cease to be placed under the care of tutors and curators who have been so often accused of profiting by the imbecility of their wards. The Stock Exchange Committee, as at present constituted, is "neither fish, flesh, nor good red herring." Let it then by all means assume some definite status in the world of finance.

Its thunder, however, is very distinct and vigorous; and, if the new rules are properly and fairly enforced, promoters will have some hard work to pass their examination before the Share and Loan department, to whom these censorial duties have been delegated. In future all contracts for scrip or shares are contingent on the appointment of a special settling day by the committee. This, indeed, is already a rule of the committee, with this qualification, that they have not recently recognised any dealings in shares prior to allotment.

In order to obtain the appointment of a special settling day, the committee will require the production of the prospectus, the articles of association, the original applications for shares, the allotment book, a certificate stating the number of shares applied for and allotted uncon-

ditionally, and the amount of deposits paid thereon. The prospectus must agree substantially with the Act of Parliament, or the articles of association, and in the case of limited companies is to contain the memorandum of association. It must provide for the issue of not less than half the amount of the nominal capital, and for the payment of 10 per cent. upon the amount subscribed, and state whether the capital is to be raised by shares fully or partly paid-up. The amounts paid to *concessionaires*, owners of property, and others, are also to be set forth. Finally, the prospectus must state "that the deposits will be returned unless a specified amount of the nominal capital be applied for and allotted." Moreover, it is made a condition that "no allegation of fraud, misrepresentation, or suppression of facts, shall have been substantiated." And, in short, the company, like Cæsar's wife, or a title to fee-simple lands in England, is to be free from all suspicion.

These rules perpetuate the existing system, with comparatively slight alterations. The chief points which the committee appear to have considered were to provide themselves with sufficient information respecting subscribers, and the amount of their respective holdings. As any operator on the committee could turn this knowledge to very great account, either directly or through a friend, the legislation of the committee assumes a very peculiar character. Moreover, as the members of the committee are subject to yearly change, there cannot be much consistency in the series of the adjudications. All the objections attaching to a lay judicial body apply with aggravated force to the committee, who are, in fact, sitting in judgment on their own interests.

After disposing of the question of granting or refusing settling days, the rules next provide for official quotations of a company's shares. A new company will be quoted in the official list; if, besides having complied with all the conditions already enumerated, it is "of a *bonâ fide* character, and of sufficient magnitude;" if two-thirds of the shares (exclusive of those granted to *concessionaires* and others) have been applied for and unconditionally allotted; and if a member of the Stock Exchange is authorised by the company to give any information respecting its affairs. Foreign companies, partly subscribed for and allotted here, will not, it appears, be bound by these rules if they have been officially quoted in the country to which they belong, or on the Paris *Bourse*. Even with respect to foreign companies the committee do not appear disposed to fetter their discretion, for, "under special circumstances," they may grant their official quotations to such companies even before they have been quoted officially in their own country, or on the Paris *Bourse*.

These thunderbolts from the committee are likely to have one good effect. They will direct attention to the devices adopted by unprincipled promoters for rigging the market and manufacturing a premium for shares. The committee appear anxious to probe the wounds of our joint-stock system, if not to heal them; and if their suggestions are embodied in a statute to be administered by a suitable judicial body, it is possible that many joint-stock frauds would be strangled in their infancy. But that the enormous powers claimed by the committee should be left to the administration of interested parties, is too monstrous a fancy to require discussion.

PROPOSED RECONSTRUCTION OF COURTS OF INQUIRY INTO WRECKS AND CASUALTIES.

Our readers will probably remember a meeting having been held a short time since at the London Tavern, which had for its object, either the remodelling or total abolition of the existing Court of Inquiry into Casualties at Sea. The meeting was attended by several members of Parliament, and gentlemen connected with nautical and mercantile interests in this country. So far, therefore, as position, influence, general intelligence, and special information on the subject of discussion were concerned, the meeting has every claim to our consideration as regards the proposals which received its unanimous sanction; and these proposals derive additional importance from the intimation that they are about to be brought before the notice of Parliament.

The subject which engrossed the attention of the meeting did not come then for the first time under discussion; for, during the last ten years or so, it has been occasionally a theme on which speakers at meetings and writers in newspapers have uttered remonstrances as strong, if not stronger, than those of the speakers at the London Tavern on the occasion alluded to. But the immediate cause which called forth this expression of opinions or feelings, which had almost lain dormant, was the wreck of the *Duncan Dunbar*, and the trial of her captain, which terminated a short time since in his acquittal from all blame. Some steps, however, which were taken by the authorities connected with the Board of Trade, and which impugned the justice and correctness of that result, aroused (we will not say without some reason) the displeasure of those who have been in the habit of regarding the action of the Board of Trade in such inquiries with feelings by no means akin to admiration. In order, therefore, properly to appreciate the present ground of complaint, it will be necessary to narrate briefly the circumstances attending the wreck of the *Duncan Dunbar*, as well as the subsequent trial of her captain, and the course taken by the Board of Trade at its conclusion.

This vessel sailed about five months ago from England for Melbourne on her autumnal trip, with a very valuable cargo, under the command of Captain Swanson, who is admitted, on all hands, to be a most skilful and accomplished seaman. He proceeded by the South Western route, or, as it is sometimes called, the course by the Cape Horn side. Approaching the coast of South America in the vicinity of the shoals, known by the name of Las Roccas, he took soundings for the purpose of enabling him to determine more accurately his position. As well as we can remember he did not find any soundings, though he expected finding them at about thirty fathoms, but still he was satisfied that he was about thirty miles to the eastward or ocean side of Las Roccas. After a short time, however, the man who was on the look out on the fore-top reported "breakers a-head." On this the captain tried to "wear ship," before, however, he could effect this object the vessel struck and settled on a coral reef. No possibility of getting her off from this being seen, the captain ordered the spars and masts to be cut away, and he and his crew and passengers having got into the boats put into a landing place which was near, in the island which is fronted by the coral reefs, without any loss of life. The captain, with his second mate and two passengers, got from this in a boat to Pernambuco, from which they returned in fourteen days, and took crew, passengers, and all, off the island on which they had been left.

On these facts Captain Swanson was tried before the two standing assessors who constitute the Court of Inquiry under the Board of Trade. The reader is aware of the result. He was acquitted, and his certificate, which, in accordance with the customary procedure, had been delivered up pending the trial, was returned to him; on which Mr. Gellatly, the owner of the *Duncan Dunbar*, told him he was in every way satisfied with his conduct, and that he would give him another ship. Matters did not, however, rest here. Some time after the acquittal of Captain Swanson there appeared in the *Times* a copy of certain correspondence which had just taken place between the Board of Trade and Captain Richards, the Hydrographer to the Admiralty, which called into question the accuracy of some of the evidence given on the trial, as well as the propriety of the decision arrived at by the assessors. It appears that on the trial two gentlemen, Captain Trevet and Captain Selwyn, swore that there were certain southerly currents on the course of the *Duncan Dunbar*, and that if the captain had not

taken these currents, not one on board would have survived to tell the tale of the disaster. This evidence seems to have been given for the purpose of rebutting a charge made against Captain Swanson, impugning the prudence of the course he had taken, and attributing the loss of the vessel to mistake or ignorance in taking such a course. In the correspondence above referred to Captain Richards, referring to the currents described by these gentlemen, characterised them "hypothetical." What the Hydrographer precisely meant to convey by this word it is difficult for persons not familiar with the subject of discussion to realise. However, the friends of Captain Swanson seem to have understood it as ignoring the existence of the currents spoken of, and, therefore, questioning the truth of the evidence regarding them. It is also complained that the Board of Trade have expressed opinions as to the result of the trial based on evidence which was not adduced before the Court of assessors. It is further alleged that it was proposed to try Captain Swanson before his return home, and thus violate one of the most fundamental laws of the constitution for the protection of the subject.

The reader has now before him the circumstances connected with the trial of Captain Swanson, which have caused such displeasure, and he can judge for himself whether they are of sufficient magnitude to deserve the somewhat severe denunciations they have called forth. It might have been better had the correspondence disclosed a somewhat more respectful tone to the Court which tried the charges against Captain Swanson, for it is somewhat indecent for a Government department to direct the finger of contempt or ridicule to a court constituted and authorised by themselves: but we are certainly unable to see the great impropriety and injustice of calling public attention to a matter which had just passed the ordeal of a judicial investigation. We are not bound so far to surrender our right of private judgment as to keep our lips sealed in solemn silence on a subject, simply because the oracle has spoken, and the judgment passed. And it would be the more monstrous to expect such a silence in cases where the most vital interests of the public are involved, and where life and property depend for their safety on the truth being made known. If the meeting had done nothing more than denounce the action of the Board of Trade with reference to this particular case, we would scarcely have thought of discussing the justice of the complaints. But the real object of the meeting was much more momentous, being either the remodelling or entire abolition of the existing Courts of Inquiry; and the question which this proposal involves is one of such importance that we cannot pass it by without some comment on the merits of the issue, particularly at a time when the frequency of casualties renders the character of such tribunals a subject of vital importance.

The constitution of the Courts of Inquiry into casualties at sea is at present regulated by the Merchant Shipping Act of 1854, modified and amended by the Act of 1862. Under the former act the Board of Trade were authorised to institute inquiries into such cases, acting on their own discretion as to the cases which were inquired into, as also as the mode of inquiry. They were also empowered to punish such captains or masters of vessels whose conduct seemed to them culpable, either by cancelling or temporarily suspending their certificates. The Act of 1862 took away these powers from the Board of Trade, but left them the right of appointing assessors to form a Court of Inquiry for such cases, and also the power of diminishing the severity of any sentence which the court assembled under their auspices might pronounce, if they thought it required modification. Under this Act there are two permanent assessors who form the court of inquiry at present in such cases. Such is the state of things at which the speakers at the meeting the other day vented their dissatisfaction. The objections urged against it are, 1st, that the judges are the "salaried officers" of the Board of Trade, and, therefore, that there is no security for their independence; 2ndly, that there is no special qualification or knowledge required under the present constitution of the Court, whilst such special qualification is essential from the nature of the matters brought before it; 3rdly, that the existence of such a state of things violates the great constitutional rule, that a person ought to be tried by his peers; and 4thly, that there is no preliminary investigation, and that the accused, under the existing practice, neither knows the specific charges to be brought against him, nor is allowed a sufficient time to prepare his defence.

The mode of removing these objections which has been suggested is to transfer the jurisdiction in such cases from the present court to a jury composed of ship masters duly qualified to be selected either by ballot or rotation from a panel kept for the purpose, and that no payments to such persons should be allowed. From this tribunal the only appeal to be to the High Court of Admiralty. Nothing was said as to the manner in which the 4th objection was to be removed. It is clear, however, that the matters therein referred to are not fundamental defects, and may easily be removed without at all disturbing the present constitution of the court. And, indeed, we cannot help remarking that it seems to us that they ought to be corrected forthwith; for, irrespective of the larger question, there cannot be a doubt that, if such defects as those pointed out, regarding the mode of procedure, do really exist, they are an exception to rules and principles which govern the proceedings in criminal or *quasi*-criminal proceedings in all other tribunals in this country, and which are necessary to secure to an accused person every reasonable assistance in making his defence.

With regard to the first three objections, no doubt some of these involve considerations of much importance. But we cannot see how the payment of a salary to the assessors can interfere with the impartial and independent discharge of their duties: we cannot conceive what interest the Board of Trade can have in influencing its judicial officers to swerve from the path of justice and impartiality: and we cannot help remarking that the case of the *Duncan Dunbar* furnishes those who allege the possible servility of paid judges with a very sorry illustration of the position which they set up; for the assessors in this instance have certainly shown no disposition to arrive at a result, on an intimation on the part of the Board of Trade that that would have been the proper one. The other objections are somewhat more serious, for we must own there is great force in the argument, that persons who sit in judgment in such cases should posses special qualifications to suit them for the duty cast on them. Among these, undoubtedly, ought to be an extensive knowledge of nautical science in its largest sense, to enable them to appreciate the weight of the evidence and the value of the opinions given before them touching questions of this sort. We also at once admit that a person ought, in accordance with the spirit of the British law, to be "tried by his peers;" but, though this argument is specious, it does not seem to us sterling, for so long as the difference between the accused and those who are his judges is only one of profession or calling in life, it seems as idle to talk of his not being tried by his peers, as to contend, on the same principle, that a shoemaker ought to be tried by a jury of shoemakers, or a grocer by a jury of grocers. The true distinction, however, at which we fancy the meeting were, somewhat blindly, groping, is between trial by jury and by Government officials; and this does seem to us a very substantial objection, in point of form, to the present constitution of the Court. Whether it would prove so on the merits is a very different question. Our readers are aware that we are not particularly enamoured of the "palladium of British liberty," in actions between subjects, and such, substantially, are the inquiries at present under consideration. We admit, however, that where the subject of investigation is connected with a particular calling, and, as in the case before us, requires a thorough knowledge of the art to

understand the nature of the evidence, some provision should be made for providing a tribunal with competent technical knowledge. So that really these two objections are reduceable to one, but one which, it cannot be denied, is important. But is it necessary, in order to amend this defect, to undo things in the manner proposed? One cannot help thinking that it would be a much more practicable matter to find gentlemen to act as permanent assessors possessing the necessary qualifications, than that jury to be selected by ballot or rotation from the list of retired mariners. The Trinity Masters are a specimen of what we mean. Moreover, we cannot lose sight of an argument that has been put forward against the proposed change, namely, that such a jury would be very likely to be biassed by a fellow feeling towards those who still follow that hazardous mode of life from which they themselves have retired, with feelings of affection towards it, and sympathy towards those who still walk in their footsteps. It seems to us far safer to leave such matters in the hands of a few gentlemen practically acquainted with the subjects requisite to suit them for their office, and, also, having sufficient knowledge of the rules of evidence to enable them to conduct such inquiries in accordance with the spirit and principles of English law. And here it occurs to us that no speaker at that meeting said anything as to who should preside over such a jury as they propose. They surely do not mean that the jury should by themselves form their opinion on matters laid before them. Of course there should be in any case some competent judge to direct and assist them, and, indeed, the want of some president, having a professional knowledge of the rules and value of evidence, is, to our minds, the great defect of the present tribunal. Now, we cannot help thinking that the present system, modified as we have suggested, would be a much more effective, compact, and convenient tribunal than a judge and jury selected in the manner already pointed out.

EXCESSIVE AND INFORMAL LOANS TO DIRECTORS.

The late contest between Captain Jervis and the directors of the Great Eastern Railway Company, together with the still more recent ostracism of the directors, have awakened public attention to the legal and financial bearings of an over-issue of securities by the directors of joint-stock companies. Indeed, the raising of loans by directors in excess of their powers has come to be regarded by no small proportion of shareholders in railway companies to be the main cause of their slender dividends, as well as of the mismanagement which unhappily is not confined to the lines of the Great Eastern Railway Company. Excessive loans and issues of debentures by directors appear to us, however, to be the effects rather than the causes of the general alleged mismanagement, and to have been in almost all cases used by the directors as a *quasi*-salvage outlay, in order to save the concern from sinking. It is needless to dwell upon the numerous advantages resulting from a command of capital.

Nescis quo valeat nummus, quem prebeat usum?

But, when a concern is on the brink of destruction, it is obvious that prompt supplies are indispensible to avert threatened ruin. Accordingly the directors of the numerous companies who have exceeded their borrowing powers did so, we believe, in the moment of danger, and averted instead of having aggravated, as is alleged, the results of previous mismanagement. Although loans by directors in excess of their powers are to be exceedingly deprecated as a general rule, yet, like other infringements of settled rules, they are often advantageous, and certainly cannot be in themselves any source of weakness to the company. At the same time, like all other infringements of the law in the face of a countervailing necessity, they must be made at the risk of the persons who take upon them to decide on the necessity, and must be justified by success if they are to stand. Having offered these few comments on the financial bearings of the question, let us now consider the legal effects of the securities issued in excess.

It is laid down by Sir William Hodges in his Treatise on Railways, p. 195, 3rd ed., that "if money is borrowed by companies in a manner unauthorised by their Acts of Incorporation, the securities have no legal validity." This proposition is, we think, correct only in the most exceptional cases, and, even then, it is the security only which is always necessarily invalid, and not the claim of the creditor.*

The contrary idea does not seem well-founded. The creditors, who have lent to directors in excess of their powers, need rarely, if ever, resort to first principles or rules of salvage, in order to obtain a *locus standi* in a court of law. For the securities usually issued to secure such loans, so far from being worthless, as they are commonly characterised, have every element of validity, and do not necessarily entail more risk upon the creditors than if they were the very first who had lent to the company. This seeming paradox is, in reality, a mere truism.

The fact is, that every case must be decided according to its circumstances, and that it is impossible to lay down any inflexible rule of law upon the point. Companies, moreover, differ most widely *inter se* in respect of what may be termed their "common law power" to borrow money, as contradistinguished from the powers conferred on them by their special Acts.

Railway companies, for instance, being constituted for certain defined purposes, the functions of their directors are limited accordingly; hence it follows that a bill of exchange, drawn or accepted by the directors of such a company, will not bind the shareholders, even though the directors be described as such on the face of the bill: *Healey* v. *Story*, 3 Exch. 3; *Owen* v. *Van Uster*, 10 C. B. 318. But general trading companies are not only not thus fettered, but in order to obviate any objection to such instruments, founded upon the rule which requires contracts by corporate bodies to be under seal, the Companies Act of 1862, s. 47, is specially directed to this point.

The cases of *Feversham* v. *Camerons Company*, 13 Jur. 325, and *Re German Mining Company*, 14 Jur. 874, appear to support the ruling in *Burmester* v. *Norris*. But the more recent leaning of the courts, especially of our equity tribunals, is to regard directors in all cases as endowed with a common law power to borrow money. For instance, in the *Australian Auxiliary Steam Clipper Company* v. *Mounsey*, 6 W. R. 734, Vice-Chancellor Wood observes: "It is not unworthy of notice that though there appears no clause directing the mode in which money is to be raised, there is nothing which directs all the operations of the company to be carried on with ready money; and, therefore, the observation arises that where there is nothing said with regard to the borrowing of money, it is one of those things which are within the province of the directors."

The principle of the Vice-Chancellor's opinion appears to us to be sound, and to afford a key for solving the various cases that may arise. A joint stock company is to all intents and purposes a partnership, and regulated by our partnership code, except so far as its provisions may have been superseded by special legislation. As, then, the raising of money is not a rare function of partners, so, in like manner, directors should be deemed to have similar borrowing powers, except where these are either negatived or limited by statute or their articles of association. The nature of the association may also, of itself, implicitly show whether the security is a fraud on the company, or, at all events, is *ultra vires*, as, for instance, the case of a bill of exchange already referred to, when made by the directors of a railway company.

An instrument which, on the face of it, purports to be *ultra vires*, cannot, of course, acquire any additional validity by any number of assignments. But directors do

* The opinion of Sir William Hodges was, perhaps, founded upon the case of *Burmester* v. *Norris*, 6 Ex. Ch. 796. But in that case the directors had no borrowing powers whatever.

not yoke their steeds at such a distance from the mysteries of Capel-court, and they manage these matters not quite so clumsily as to issue securities proclaiming their own invalidity.

Whenever, then, the instruments issued by directors, as securities for loans, are not *in se* necessarily and inherently invalid, they bind *prima facie* the company. Of course actual fraud may be proved against the holders; as, for instance, that they knew that the money was raised for purposes foreign to the objects of the company, or was in excess of the directors' powers. But, even in these or any other conceivable cases, the securities, if in themselves free from essential defect, will be unimpeachable as regards transferrees for value. This is so plain as hardly to require any elucidation. Directors, for example, have power to raise £10,000 debentures, and instead of this they raise £200,000. What class of holders, if any, are to be the losers, or how can the order of priority be determined, since there is no register of debentures or charges by any corporate body, as such, except those issued by a limited company under the powers of 25 & 26 Vict. c. 89, s. 43. Debenture X is undistinguishable from debenture A; then, as debenture A will sell for £100, so also must debenture X; for we have assumed that the entire issue was simultaneous. It is, therefore, inaccurate to say that securities, issued by directors in excess of powers, are "void," "worthless," or "illegal," unless the security is *ex necessitate rei* palpably *ultra vires;* and if it do not otherwise communicate to the holder the fact of its having been issued in excess of powers, then the debt is, we think, perfectly valid and unimpeachable, at least when held by an innocent transferree for value. If the issue of debentures in excess is not simultaneous with an issue not in excess, then, no doubt, the different classes of debentures will bear different dates. But the date of a debenture cannot be deemed to imply constructive notice of the whole amount of previous issues.

The public seem to think that joint stock companies are a sort of nuisance, whose proceedings require to be diligently watched, and that the law regards them with such disfavour as that any contract of theirs, not in conformity with the strict letter of the Acts of incorporation or articles of association, will be *ipso facto* void. The notion is not altogether unfounded, but is, as popular notions ordinarily are, one-sided and exaggerated. *Prima facie* as between the company and third parties contracts by joint stock parties are to be dealt with like any other contracts, and the legal relations of both varietiesof association are the same, and even an equity is as readily available against a company as against a private partnership.

This doctrine was recently acted upon by the Lords Justices in the case of the *Strand Musick Hall Company*, 14 W. R. 6. This company borrowed certain sums from the Crédit Mobilier Company, who transferred their interest in the loan to the European and Finance Company. The loan consisted of two distinct sums, as to one of which a formal deed of agreement was executed between the directors of the two companies respectively, and was accompanied by a transfer of bonds. The second loan depended for validity on a letter of the directors of the borrowing company, which was also accompanied by a deposit of bonds. The Master of the Rolls had decided in favour of the validity of the first loan only. But the Lords Justices adopted a different view, and considered that the only question in the case was whether the directors had power to borrow these sums, not only whether the agreement was wholly or only partially carried into effect in strict legal form.

Excessive or informal securities, issued by directors of public companies, are then to be considered as *ejusdem generis*, and the *onus* of proving their invalidity rests (if the instrument be not necessarily void, as obviously *ultra vires*) on the company. Were a registry of the debentures of every company kept (as was suggested by the Select Committee of the House of Lords of 1864, respecting railway debentures), it would be easy for a creditor to ascertain when the measure of the borrowing powers of directors was filled up. But at present to hold innocent creditors liable for the excesses of directors would constitute a lateral transmission of the original sins of directors, the justice, legality, or expediency of which we are not at all prepared to acknowledge.

LEGAL NOTES FOR THE WEEK.

[The notes of cases under this heading are supplied by the gentlemen who report for the *Weekly Reporter* in the several courts.]

LORDS JUSTICES.

Feb. 20.

SQUIRE *v.* SMITH.—This was an appeal motion from an order made by Vice-Chancellor Stuart, refusing with costs a motion made by the defendants, reported 10 Sol. Jour. 313.

Caldecott, for the defendants, contended that at any rate they ought not to have been compelled to pay the costs of the motion. This would amount to determining the merits of the case on an interlocutory application.

KNIGHT BRUCE, L.J., said that (subject to hearing the plaintiff's counsel) he thought the Vice-Chancellor's order should be varied by reserving the costs to the hearing.

TURNER, L.J., concurred.

B. Hardy, for the plaintiff, assented to this.

The order was accordingly made in the above terms, the costs of the appeal also to be dealt with by the Vice-Chancellor.

MASTER OF THE ROLLS.

Feb. 14.

MARGETTS *v.* PERKS.—This cause came on on summons to vary the chief clerk's certificate: the only question was as to out of which of two funds a sum which had been invested on mortgage was to be treated as proceeding.

The Master of the Rolls confirmed the Chief Clerk's certificate.

The further consideration and costs were then disposed of. No question of law arose.

DENNISTON *v.* DENNISTON.—This was a suit to obtain payment of a legacy, the minutes were agreed on.

BURMESTER *v.* MOXON.—This was a suit by a first mortgagee for foreclosure. Defendant admits default and discloses a second mortgage and subsequent incumbrancers, who had been made parties by amendment. The plaintiffs asked for a foreclosure decree.

Selwyn, Q.C., and *Surrage*, for the plaintiffs.

Baggally, Q.C., and *Harvey*, for the defendants.

The defendants asked that the property might be sold: 15 & 16 Vict. c. 86, s. 48, and *Whitehead* v. *Roberts*, 7 W. R. 216, were referred to.

LORD ROMILLY, M.R.—Direct foreclosure decree. Liberty to defendants to apply in chambers for a sale on such terms as may be approved by the judge.

Feb. 15.

BRIGHOUSE *v.* SMITH.

Decree by consent—Setting down—Consent of opposite solicitor not necessary.

In this case an order had been made to turn a motion into a motion for decree, the defendant stating in court that there was no defence to the suit. The registrar refused to set down cause for hearing without the consent of the defendant's solicitor. On being applied to for such consent the defendant's solicitor said he had no power to give such consent, as his client had, on that day, become bankrupt.

On motion by *Jessel, Q.C.*, his Lordship ordered that judgment, being under the circumstances of course for the plaintiff, should bear date the day on which the decree would have been made if the solicitor had given consent, which consent however, he said, was not necessary.

PENINSULAR AND WEST INDIAN BANK.—*Companies Act*, 1862.—Motion for injunction to restrain action by a creditor on bill of exchange, the company having given notice a special resolution for a voluntary winding-up.

Cotterell, for the plaintiff, referred to *In re Keynsham Company*, 33 Beav. 123.

Selwyn, Q.C., and *Druce*, opposed.

Injunction granted. This case *simply follows In re Keynsham Company*.

HEMS *v.* HEMS.—*Partnership—Lease to surviving partner—*

Partnership property.—This was a motion for injunction to prevent a surviving partner from proceeding by ejectment to obtain possession of a house of which a joint lease had been originally made to himself and his deceased partner, and a renewed lease had been granted to the surviving partner alone.

Swanston (*Selwyn, Q.C.*, with him), for the plaintiff, referred to *Elliot* v. *Brown*, 3 Sw. 489.

Southgate, Q.C., and *Joyce*, opposed.

Injunction granted.

GILL *v.* NEWTON.—*Mortgage—Power of sale—Mortgagee acting as receiver.*—Motion by mortgagor in a redemption suit for receiver and account, and to prevent a sale by the mortgagee, on the ground that he had since entered on the mortgaged premises under a trust deed as trustee for the mortgagor, and that, until he should have given notice of his intention to relinquish his trusteeship, he was precluded from exercising the powers of a mortgagee.

Selwyn, Q.C., and *Herbert Smith*, for the mortgagor.

Baggally, Q.C., and *E. Charles*, for the mortgagee, were not called on.

LORD ROMILLY, M.R., said he had no power to stop the sale: the defendant was in the position of a receiver, and if a balance was due on his account as receiver it might be set off against money due on the mortgage account; but the power of sale had not ceased by reason of the entry under the trust deed, and he must refuse the motion with costs.

Feb. 16.

ROBINSON *v.* LINNEY.—This was a demurrer to a bill for injunction. The defendant was the executrix and devisee for life of the deceased partner of the plaintiff. She had, in excess of her powers (as appeared by the statements in the bill), lent a sum of money to the surviving partner, the plaintiff, for partnership purposes, and afterwards, being advised that she had committed a breach of trust in so doing, had brought an action at law to recover the money, in which she obtained a verdict. The plaintiff filed this bill to restrain execution in the action. The defendant demurred for want of equity.

Woodroffe for the demurrer.

Southgate, Q.C., and *Caldecott*, in support of the bill.

His Lordship said that in his opinion no equity had been shown, and the demurrer must be allowed.

TUNSLEY *v.* ROBINSON. ASHTON *v.* HURLSTON. CARR *v.* BUCHANAN. GREETHAM *v.* MILNES.—These were common administration suits, in which the usual decree for accounts was made.

Feb. 20.

FITCH *v.* FREND.—This was an application on the part of an equitable tenant for life, without impeachment of waste, to be let into possession of the settled estates, and to have the custody of the title deeds. The suit had been instituted before the late Vice-Chancellor of England to carry into effect the trusts of the will of R. Frend, deceased. The estates had been devised to trustees upon trust for a number of persons in succession, ending with a trust for the plaintiff for his life, with remainder to his sons as tenants in common in tail.

Jessel, Q.C. (*A. E. Miller* with him), were for the petitioner.

G. N. Colt for the trustees.

Martineau for the executors of the last preceding tenant for life.

His Lordship made an order in accordance with the prayer of the petition, the petitioner undertaking to pay an apportioned part of the first half year's rents to the executors. The active trusts of the will had all determined, and there was no ground for any further interference on the part of the trustees.

PILLING *v.* PILLING.—Summons from chambers to vary a receiver's accounts. Adjourned for further inquiries.

Feb. 9, 13.

CALCRAFT *v.* THOMPSON.—*Ancient lights—Lateral obstruction—Substantial damage*—Deere *v.* Guest, 1 *M. & C.* 519, *followed.*—This was a suit to restrain incroachment on the plaintiff's ancient lights. The defendant had built a wall thirteen feet too high, which obstructed the light of the south and south-west sun. The encroachment was complete before the plaintiff filed his bill, and he prayed a mandatory injunction to compel the defendant to restore his building to its original state. The case had stood over for the decision of the Lords Justices on the question whether damages could be awarded in a case where no injunction was granted: *Durell* v. *Pritchard* 14 W. R. 212. *Deere* v. *Guest*, 1 M. & C. 516; and *Clarke* v. *Clark*, 14 W. R. 115, 1 L. R. Ap. 16, were also referred to.

The plaintiff relied on the fact that, on his complaining of the incroachment, the defendants had put extra workmen on, and so completed their incroachment before the plaintiff could file his bill.

The Master of the Rolls after referring to the observations of Lord Justice Turner in *Durell* v *Pritchard*, "that a mandatory injunction should only be granted in cases of extreme or very serious injury," said that he should follow the authority of *Deere* v. *Guest*, and refused the injunction.

Selwyn, Q.C., Cleasby, Q.C., Southgate, Q.C., Hobhouse, Q.C., Bristowe, Humphreys, and *Cotton*, appeared in the case.

Jan. 29; Feb. 12, 14.

GRADY *v.* TAYLER.—This was a suit for an account, instituted by a married woman by her next friend, against her husband and her trustees. The cause now came on upon two summonses to vary the Chief Clerk's certificate, and upon further consideration. The plaintiff, Mrs. Grady, was entitled under the will of one of her sisters to one-third of the rents and profits of certain freehold and leasehold estates which were vested in the defendants, the trustees upon trust for her for life for her separate use, without power of anticipation, with remainder as she should by will appoint. Mr. Grady, the husband, was entitled in his own right to one-third part of the same estate and was also appointed by the trustees to act as their agent, to receive his wife's one-third of the rents and pay it over to her. Mrs. Grady admitted that she had been paid everything up to the end of 1856, before which time she had been living for some years apart from her husband, but in January, 1857, they came to live together again, and Mrs. Grady disputed most of the payments, which her husband and the trustees alleged had been made to her subsequently to that time. The Chief Clerk, by his certificate, had found a balance due from Mrs. Grady to her trustees, having taken into account certain over-payments, which Mr. Grady had in former years made to his wife, and also a sum of £1,600, which Grady had expended on the property in 1857 and 1858, in consequence of a notice being given him by the board of works to repair it.

Jessell, Q.C., and *Stevens*, for the plaintiff.

Selwyn, Q.C., and *Bagshawe*, for the husband.

Baggallay, Q.C., and *Fry*, for the trustees.

LORD ROMILLY, M.R., said that the Chief Clerk had founded his certificate upon a mistaken principle, forgetting that the plaintiff's income could not be anticipated, which would be the case if the over-payments in one year were set off against the payments to her in any subsequent year. The certificate must be varied accordingly, but the plaintiff must do equity, and the husband must be allowed the sums advanced for the repair and permanent improvement of the property.

VICE-CHANCELLOR KINDERSLEY.

Feb. 14, 15, 16.

LAMB *v.* ORTON.

This suit arose out of the circumstance that James Orton, the legal personal representative of the testator in the cause, had paid various sums of money to the parties taking under the will; partly by way of advance on their shares, and partly by way of loan bearing interest; and a question also arose as to interest upon balances in his hands. Part of the estate consisted of a house in Devonshire-street, the value of which had become greatly deteriorated by reason of the flow of fashion westward; and an attempt to sell it to a willing purchaser became abortive, by reason, as was alleged, of defective conditions of sale. The decree was considered to be defective in some particulars, and upon a rehearing was held to be defective in some degree.

The cause now came on upon further consideration, and the questions raised were, 1. Whether, supposing the sums advanced by James proved greater than the shares of the parties entitled, he was personally liable. 2. With respect to the costs of an inquiry, as to interest on balances in James Orton's hands uninvested. 3. With respect to the costs of the abortive attempt to sell the Devonshire-street house, concerning which Mr. Vansandau, the solicitor, had had a correspondence with the legal advisers of the other parties, the difficulty being that certain of the parties, whose concurrence was necessary, were abroad, and that, the conditions not being sufficiently restrictive, they refused to join unless paid a certain sum. The purchaser for a long time endeavoured to complete, but ultimately the sale went off. The costs had been ordered to be paid out of the common fund, without prejudice to the question by whom or how they should be borne. 4. Another question was as to the costs of employing a Mr. Stone, an accountant, and also of a somewhat singular summons taken out for payment into court by the plaintiff for the costs of the abortive purchase, which question had been ordered to be discussed at or immediately after the hearing on further consideration.

Baily, Q.C., Glasse, Q.C., Bazalgette, Q.C., Karslake,

Kingdon, *Cracknall*, and *Rowcliffe*, for the various parties.

KINDERSLEY, V.C., was of opinion that James Orton ought not to pay costs, neither ought he to have them. Where, as unfortunately happened in one case, the sums advanced exceeded the share, the debt due to the estate must be paid, so that the solicitor was the real sufferer. As to the abortive sale, there was an obvious miscarriage—the sale was made by the Court, and it did not appear that any one was in fault, and these costs must be costs in the cause, and come out of the estate. Mr. Stone's costs must be allowed, but the summons, as irregular and wrong, must be dismissed with costs. Every other matter must be considered as *res judicata*.

VICE-CHANCELLOR STUART.

Feb. 16.

ARDEN *v.* PARRY. EDWARDS *v.* PARRY.—These suits came on together on motion for an *interim* injunction, at the instance of the tenants of three houses in Warwick-court, Holborn, to restrain the defendant from erecting the back wall of a new theatre in such a manner as to interfere with the plaintiff's ancient right to light and air.

After occupying the Court for two days an arrangement was come to between the parties.

Bacon, *Q.C.*, *Greene*, *Q.C.*, *Dickinson* and *Parke*, for plaintiffs.
Malins, *Q.C.*, and *Lewis*, for defendants.

IN RE THE VALE OF NEATH RAILWAY ACT, 1863.—This was a petition by several mortgagees for payment to them of the sum of £10,000, paid into court by the Vale of Neath Railway Company for the purchase of lands taken by them for the purpose of the railway. The affidavit verifying title of petitioners was made by one of them only.

Kekewich, for petitioners, called his Honour's attention to the circumstance that the 34th General Order seemed to require affidavits from all the petitioners; but asked that the affidavit made might be ordered to be accepted by the registrar without requiring further affidavits from other petitioners. He referred to Morgans Chancery Acts and Orders, 3 ed. p. 525.

The Vice-Chancellor thought the affidavit sufficient, and made the order asked.

Feb. 17.

BELL *v.* BELL.—This was a bill for the appointment of new trustees.

The Vice-Chancellor made the usual decree for an account, with liberty to apply in chambers for appointment of new trustees.

Malins, *Q.C.*, *Craig*, *Q.C.*, *Kenyon*, *Q.C.*, and *Jolliffe*, appeared in the case.

CASE *v.* WARD.—This was a suit for the sale of certain property in which the plaintiff was interested under the will of a Mr. Ward, and for an account in the usual way.

The Vice-Chancellor made the decree as asked.

Koe, *Q.C.*, *Bacon*, *Q.C.*, *Malins*, *Q.C.*, *Hinde Palmer*, *Q.C.*, *Merratt*, and *Eddis*, appeared in the case.

MAY *v.* RAMSAY.—This was an administration suit, the decree upon which was agreed to among the counsel employed, subject to his Honour's opinion in the liability of a certain legatee to legacy duty.

Greene, *Q.C.*, *Craig*, *Q.C.*, and *Bedwell*, appeared in the case.

Feb. 20.

WATSON *v.* KENDALL. KENDALL *v.* WATSON.

This was a suit by a trustee to be relieved of the trusts a post-nuptial settlement made by a Captain Kendall. A cross bill was filed by Mrs. Kendall, the *cestui que trust*, for an account of the trust monies.

The Vice-Chancellor dismissed the bill of the plaintiff in the first suit, and ordered him to give to the Court, by affidavit, on Saturday next, an account of the monies received on the trusts of the settlement.

The Vice-Chancellor censured severely the needless litigation into which the *cestui que trust* had been forced by the conduct of her trustee, and decreed the costs up to the hearing of both suits to be paid by him.

Malins, *Q.C.*, and *Cutler*, for plaintiff in cross bill.
Bacon, *Q.C.*, and *Roberts*, for defendant.

LEWELLYN *v.* BLUETT.—This was a bill for carrying into effect the trusts of a settlement made on the marriage of a Mr. & Mrs. Lewellyn.

The Vice-Chancellor referred the matter to chambers.

Malins, *Q.C.*, *Bacon*, *Q.C.*, *Greene*, *Q.C.*, and *Swanston*, appeared in the case.

Feb. 21.

KING SAMPSON *v.* KING SAMPSON.—A testator devised and bequeathed all his real and the residue of his personal estate to trustees "upon trust at such time or times as they shall judge expedient (but not without the consent of my said wife during her widowhood), to sell and covert into money, &c." He subsequently in the will directed the yearly produce of such sale and conversion to be deemed annual income to be applied to trusts of the will.

The Vice-Chancellor (without making a decree, and giving liberty to either party to apply at chambers) expressed an opinion that the testator's language was such as to give his widow an absolute *veto*, during her widowhood, on the power of sale given to the trustees.

Osborne, *Q.C.*, *Lascelles*, and *Renshaw*, appeared in the case.

PATTISON *v.* SUMMERS.—This was a suit to set aside a deed made in fraud of the husband's marital right. The case, after occupying the Court some time, stood over for the amendment of the pleadings.

Malins, *Q.C.*, and *Roxburgh*, for the plaintiff.
Osborne, *Q.C.*, and *Colt*, for the defendant.

NIBBLETT *v.* NIBBLETT. WARREN *v.* TILLY.—These were two administration suits presenting no points of interest.

The Vice-Chancellor made the decrees proposed in each.

Fry, in both cases.

VICE-CHANCELLOR WOOD.

Feb. 12.

CAULFIELD *v.* CAULFIELD.

Will—Consent of trustees to marriage—Subsequent approbation of marriage.

The decree in this cause was made on the 22nd January last, subject to the decision of the Court on two points, which came on to be argued this day, one only whereof calls for any notice.

James Caulfield, the settlor and testator in the cause, by his will, dated the 29th July, 1850, bequeathed certain personal estate, and appointed certain other personal estate, over which he had reserved a power of appointment in a deed of voluntary settlement previously made by him, to certain of his children, the same to be divided among them in certain shares. The words of the will directing the time and manner of the vesting and payment of these shares were as follows:—"Such shares to become vested and payable on such children respectively attaining the age of thirty years, or marrying under that age with the consent of the trustees or trustee for the time being of this my will, or, if there shall be more than two trustees, then with the consent of the major part of such trustees, testified by writing under their respective hands."

The testator, at his death, left six children, two of whom have since died. One of the deceased children, H. M. Caulfield, died in India, married, at the age of twenty-eight. The marriage took place in India after the testator's death, and without any prior communication with the trustees, all of whom were resident in this country, or any of them. An affidavit had been filed in the cause by two (being a majority) of the trustees, stating that they had respectively signified their entire approbation of the marriage immediately after they first heard of it, although no written subsequent assent to it had ever been given by them or either of them, or by the remaining trustee, during the life of H. M. Caulfield.

Under these circumstances the personal representatives of H. M. Caulfield contended that the Court would hold the condition as to the assent of the major part of the trustees to have been sufficiently fulfilled, and that H. M. Caulfield had, on his marriage, become entitled to a share of the bequeathed fund.

Giffard, *Q.C.* (*Charles Hall* with him), in support of this contention, quoted 2 Jarm. on Wills. 46, and the cases there cited, particularly *Mesgrett* v. *Mesgrett*, 2 Vern. 580; *Strange* v. *Smith*, Amb. 263; and *Clarke* v. *Parker*, 19 Ves. 12. There could be no distinction on principle between the case where a written consent is made necessary, and the case where a mere verbal consent is required.

Daniel, Q.C., and *Russell*, for the plaintiffs, were not heard.

WOOD, V.C., while admitting that the Court construed provisions of this nature most liberally, held that the subsequent verbal assent of the trustees was insufficient, and that consequently no share of the personalty vested in H. M. Caulfield on his marriage.

Solicitor for the plaintiff, *W. Gordon*.

Solicitors for the defendant, *Wing & Du Cane*.

Feb. 15.

LEATHER *v.* SMITH.—*Staying proceedings.—W. M. James, Q.C.*, moved to stay proceedings on the ground that a decree had been made in a suit of *Green* v. *Smith* for the administration of the same estate. He asked that the defendants (for whom he appeared) might have their costs of the second suit.

Willcock, Q.C., proposed that the two causes should be consolidated, and that the question of the conduct of proceedings should be settled in chambers.

His Honour said that the defendant must be paid his costs in the second suit, reserving the question of how they should ultimately be borne. Proceedings must be stayed in the second suit.

THOMAS *v.* SHRIMPTON.—In this case his Honour granted an *interim* injunction to restrain the defendant Thomas from so using the name of Thomas on packets of needles as to lead to the belief that they were needles manufactured by the plaintiff.

Rolt, Q.C., and *Locock Webb*, for plaintiff.

BARRON *v.* WILLEY.—*Motion turned by consent into motion for decree—Practice—Costs of affidavit.*—The plaintiff and defendant were both tailors at Leeds. The plaintiff's shop was No. 1, Briggate, and the defendant's was No. 1, Bridgend. Briggate and Bridgend were neighbouring streets, and the defendant had taken advantage of this circumstance to describe his house as "No. 1, at the bottom of Briggate," &c., thereby causing his shop to be mistaken for the plaintiff's. Lately he had gone so far as to advertise his shop in placards, show-cards, &c., as "No. 1, Briggate." Thereupon the plaintiff filed the bill in this suit to restrain him from so doing.

Rolt, Q.C., and *Freeling*, for plaintiff, moved for an injunction.

Willcock, Q.C., and *Wickens*, for defendant, contended that the advertisements were not calculated to mislead.

WOOD, V.C., said that there had been no explanation given of an outrageous fraud and falsehood. After noticing the successive alterations by the defendant in his address, his Honour granted the injunction with costs.

Willcock, Q.C., asked to be relieved from the costs of affidavits filed by the plaintiff in reply, on the ground that they had been filed after the motion had been turned into motion for decree.

Rolt, Q.C., opposed, on the ground that these were the first set of affidavits in reply, which, therefore, the plaintiff was clearly entitled to file in the absence of any arrangement on the subject.

After some discussion his Honour decided that the costs of these affidavits must be excluded from the costs to be borne by the defendant.

Feb. 16.

WILTSHIRE *v.* MARSHALL.

Practice—Witness—Payment of expenses.—In the course of this suit a witness, who was a surveyor in the country, refused to be sworn in court until he had actually received his allowance for expenses, and the question was at what rate he was to be paid.

The Vice-Chancellor, after consulting the Taxing-Master, who mentioned the case of *Brocas* v. *Lloyd*, 4 W. R. 540, held that the present witness was a professional man, and was, therefore, to be allowed two guineas a day for every day he had been in town, except Sunday, for which day he was to receive only a guinea, this allowance to be in addition to his railway fare by first class, going and returning.

Feb. 19.

BUCKLE *v.* BRISTOW.

Practice—Costs—Adjourned summons.—This was a creditor's suit for the administration of the estate of one Ward, and also that of Wheelhouse, his executor. Another suit, *Ward* v. *Bristow*, had been instituted for the administration of Ward's estate. Proceedings had been stayed in *Ward* v. *Bristow* after the decree in *Buckle* v. *Bristow*.

Batten, for the plaintiff, now applied for the costs of proving his debt, and of the present application; the order to be prefaced by a statement of the executor of Wheelhouse "not denying assets." He referred to *Golder* v. *Golder*, 9 Hare, 278.

Speed, for the executor of Wheelhouse, resisted the application on the ground that the costs would have to be paid out of the testator's estate.

Robinson, for the defendants in the other suit of *Ward* v. *Bristow*, contended that the costs should be apportioned between the two estates.

WOOD, V.C., held that as there had been no direction in the decree to apportion costs between the different estates, it must be supposed that they were to come out of Wheelhouse's estate. The costs must be paid out of Wheelhouse's estate, including those of the present application. The costs of proving the debt to be added to the debt.

HEATH *v.* WALLINGTON.

Adjourned summons.—In this case an inquiry had been directed as to what steps should be taken to prevent the defendant, who represented the Local Board of Health of Leamington, from discharging sewage into the river Leam, so as to cause a nuisance to the plaintiff. After the chief clerk's certificate the plaintiff was to be at liberty to apply for an injunction.

The plaintiff had sent down two scientific gentlemen, who proposed a scheme for the purpose of remedying the nuisance. The defendant sent down another scientific gentleman, who reported that the scheme proposed on behalf of the plaintiff was impracticable, and that no alterations were necessary. The question now being whether any, and what, steps were to be taken,

His Honour made an order, by consent of the parties, that the chief clerk should certifiy what works *at least* were necessary to be executed to abate the nuisance, the defendant undertaking to execute these, without prejudice to the right of the plaintiff to apply for a new reference. The costs of the application to be costs in the cause.

Speed appeared for the plaintiff.

W. M. James, Q.C., for the defendant.

MAJOR *v.* PARK LANE COMPANY (LIMITED).—In this suit, which was for the purpose of restraining the defendants from interfering with the party-wall between their house and that of the plaintiff, the professional evidence was so completely contradictory, that his Honour, by consent, made an order for referring it to an independent architect to report what had been done, and what, if anything, ought to be done, having regard to the provisions of the Metropolitan Buildings Act, to the party-structure in the bill mentioned; the cause to stand over in the meantime; the architect to be named by the judge if the parties differ.

W. M. James, Q.C., for the plaintiff.

Daniell, Q.C., and *E. Charles*, for the defendant.

GREENHAIGH *v.* RUMNEY.—*Adjourned summons.—Locock Webb* applied to have the time for filing affidavits in reply extended, on the ground that the plaintiff had changed his solicitors, and that the new solicitors had not had time to procure all the necessary materials for making the affidavits.

Bedwell, for defendants, not objecting,

His Honour made the order, directing the plaintiff to pay defendants' costs of appearing.

HALLOWS *v.* FERNIE.—*Enlargement of time for filing affidavits in reply.*—This was one of five suits brought by a committee of five shareholders against the directors of a company. An order had been made in July, 1865, consolidating the suits. Since then some of the defendants had had their time for answer enlarged.

W. M. James, Q.C., and *Robinson*, for the plaintiff in this suit, applied (on summons adjourned into court) for time to file affidavits in reply, on the ground of the delay on the part of some of the defendants in filing their answers.

Locock Webb, for several defendants, objected, on the ground that this was in effect an application to extend the time for filing affidavits in reply until the plaintiff got materials out of the cross-examination of the defendant's witnesses. His clients ought not to suffer from the delay of other defendants. [WOOD, V.C.—The plaintiff's point is, that though you are ready, others are not, and therefore he cannot file their affidavits in reply. Some of the defendants have had their time enlarged with your consent. I cannot hear the cause against you on one day, and against them on another.]

Eddis for two other defendants. Order made as asked.

PENN *v.* BIBBY.—Adjourned summons.—*Kay* applied for leave

to deliver amended particulars of objections under 15 & 16 Vict. c. 83, s. 41. Certain particulars had been delivered and were specified in a former order, with the additional words, "amongst other instances." Fresh instances had since been discovered, and he contended that these words were left in the order in order that he might insert other instances that might be discovered. He had lost no time in finding them. He was bound to pay the costs of this application, but thought that he ought to pay no further costs. He referred to *Renard* v. *Levinstein*, 13 W. R. 229.

Theodore Aston, for the plaintiff, would not resist the application if the instances now brought forward were material, but he doubted if they were so. He ought not to be put to unnecessary expense.

WOOD, V.C., gave leave to amend the particulars by inserting the new instances. The defendant must pay the costs of the application, which must also be granted subject to any further order as to any additional costs that might be occasioned by these additional objections, irrespective of the costs of the suit.

PENNY *v.* PENNY.—*Adjourned summons.*—This was an application for an inquiry whether, by a direction in the testator's will, that the legatees of certain leasehold houses should pay a clear yearly rent of £400, it was meant that they should pay that rent inclusive or exclusive of the rents and taxes of the houses.

Willcock, Q.C., Hardy, F. Harrison, and *Everitt*, appeared in the case.

His Honour refused to direct an inquiry on the point.

COURT OF BANKRUPTCY.

Feb. 16.

(Before Mr. Commissioner GOULBURN.)

IN RE WILLIAM PAGDEN.—This was an adjourned sitting for examination and discharge under the bankruptcy of Mr. William Pagden, Solicitor, formerly of Mark-lane and elsewhere. A statement of accounts in the matter has already been published. It appeared that the bankrupt had been ordered to file cash and deficiency accounts extending over two years preceding the date of the failure, but these additional statements had not yet been rendered, it being alleged that they were very voluminous in their nature, and that considerable difficulty had arisen in consequence of the absence of books.

Sargood appeared for the assignees; *Lucas*, for a creditor; *Laurance* and *Price* (solicitors), for the bankrupt.

His Honour took occasion to observe upon the absence of books. He said it was to be regretted that a gentleman who filled the responsible office of a solicitor should appear before the Court without being in a position to produce any record of his transactions.

Lucas said that he appeared for Messrs. Parry, creditors for £200, who gave a cheque to the bankrupt in October, 1864. He asked that the bankrupt should file a special account of the disposal of the money.

It being explained that the cash account already ordered to be filed would include the claim of Messrs. Parry,

His Honour said that a special account would be unnecessary. He then ordered an adjournment.

Feb. 20.

(Before Mr. Commissioner WINSLOW.)

IN RE A. W. D. LEATHER.—The case of Mr. A. W. Dow Leather, solicitor, has already been noticed. A sitting for examination and discharge, fixed for this day, was adjourned for a month in consequence of pending arrangements for a liquidation out of court by payment of a composition.

Sorrell (solicitor), for the assignees.

IN RE JOHN CAVE PAIN.—*G. White* (solicitor), for the assignees; *Reed*, for creditors; and *R. Griffiths*, for the bankrupt.

Mr. Pain had been in practice at Reading as a solicitor, and this was an adjourned sitting for examination. Debts, £855; no assets. On a former occasion the bankrupt was ordered to file a cash account, commencing from the date of a loan by Messrs. Mellersh, the bankers of Godalming, and also including the cash transactions between himself and his mother, Mrs. Eliza Pain.

By consent of all parties an adjournment was ordered.

COURT OF PROBATE.

Feb. 14.

FOORD *v.* FOORD.—The widow of the testator here applied for probate of the will, which was opposed by the defendant, a son of the testator by a previous marriage, on the grounds, first, that the will was not duly executed; secondly, that at the time of executing it the testator was of unsound mind; thirdly, that it was obtained through the undue influence of the plaintiff.

Dr. Deane, Q.C., and *Dr. Swabey*, appeared for the plaintiff.

Montagu Chambers, Q.C., and *Dr. Wambey*, for the defendant.

Sir J. P. WILDE pronounced for probate of the will, with costs, and certified for a special jury.

Feb. 16.

FANANT AND ANOTHER *v.* HILL AND OTHERS.—This was to prove in solemn form the will of William Hill, who died in the year 1864. The will was propounded by the plaintiffs as executors.

The jury found a verdict for the plaintiffs; and Sir J. P. Wilde pronounced for the will.

Feb. 14, 15, 16, 20.

RENNIE *v.* MASSEY AND OTHERS.—*Practice—Costs.*

The plaintiff in this case, acting as executor, propounded the will and a codicil of Jonathan Downes, who died in August, 1865, aged eighty-two. The sole question was as to the validity of a codicil dated April 25, 1862, the effect whereof was to enlarge the benefits given to the testator's widow at the expense of the defendants. The executor had no personal interest in the question. This codicil was opposed by the defendants on the ground —1, that it was not duly executed; 2, that the testator was not of sound mind at the time of the execution; 3, that the execution was obtained by the fraud and undue influence of the testator's wife; 4, that the deceased did not know and approve of the contents.

Edward James, Q.C., Deane, Dr., Q.C., and *Spinks, Dr.*, appeared for the plaintiff.

The Queen's-Advocate, Hawkins, Q.C., Wambey, Dr. and *J. H. Simpson*, for the defendants.

The jury found that the deceased was not of sound mind when he executed the codicil, and also that he did not know and approve of its contents; and accordingly Sir J. P. Wilde pronounced for the will and against the codicil.

A question with regard to the costs being raised,

Sir J. P. WILDE (Feb. 20), on an application being made that the unsuccessful parties should be condemned in costs, said that as it had appeared to the Court and the jury that there was no pretence for supposing that the testator was of sound mind when he executed the codicil, nor any reasonable ground for litigation, it would be a great injustice to the parties successful in the cause if they were deprived of their costs, on the ground that the party propounding the codicil had no personal interest in the matter, and was only performing his duty as executor. He might have protected himself by obtaining security for costs. He had neglected to do so and must bear the consequences. Plaintiff condemned in costs.

Feb. 20.

RE W. O. BRADLEY.—*Jackson* moved for letters of administration with the will annexed to be granted to a creditor, and stated that it was not the intention of any of the children of the testator to apply for administration; but the Court refused the motion on the ground that one of the next of kin, who was a minor, and absent from England, could not be passed over.

RE T. TAYLOR was an application by the *Queen's-Advocate* for letters of administration to be granted to the Crown.

Granted.

MOORE AND BARBER *v.* HOLGATE AND HOLGATE was an application by *Swabey, Dr.*, for leave to cite certain parties.

Granted.

SMITH AND OTHERS *v.* WILSON AND OTHERS was a similar application to cite the heir at law made by *Pritchard, Dr.*

Granted.

HART *v.* MUSTOE AND MUSTOE was an application by *Spinks, Dr.*, that certain issues should be tried at the assizes, and was granted.

RE H. SMITH. RE J. H. BROWNING. RE G. J. FERRERS. —Administration granted.

SKIPWITH AND EMERY *v.* RUSSELL.—In this case an order which had been granted by the Court, that certain issues should be tried at the assizes, was rescinded; and it was ordered that the case should be heard before the Court itself without a jury.

Dr. Swabey and *Dr. Spinks* were the counsel.

RE G. CLEAVER.—In this case further affidavits in support of presumption of death by lapse of time were required.

Dr. Tristram appeared.

RE A. M. BELLAMY.—Probate of all papers constituting the will was granted in this case.

COURT OF DIVORCE.

Feb. 13.

CONRADI *v.* CONRADI AND FLASHMAN.—In this case (reported 10 Sol. Jour. 340) the Judge-Ordinary now gave judgment on the point reserved.—The question for me to decide is whether I should condemn the petitioner in the costs of that part of the case which related to the counter-charge of adultery brought against him by the co-respondent. The co-respondent succeeded in establishing that charge; and the petitioner must therefore be condemned in the costs relative to it, subject, however, to the deduction of the costs of certain further charges which were made frivolously, and which the co-respondent will have to pay.

Feb. 20.

MATHERTON *v.* MATHERTON was an application for leave to dispense with personal service on one of the parties.

Wambey, Dr., for the motion.

Granted.

SAUNDERS *v.* SAUNDERS. GUSTERTON *v.* GUSTERTON. KINDERLEY *v.* KINDERLEY. BUCKELL *v.* VELLENOWETH. FLITNEY *v.* FLITNEY. GERRARD *v.* GERRARD AND ULLITHORNE. PARSONS *v.* PARSONS AND PERRINS.—In these cases it was ordered that the causes should be heard by the Court itself, without a jury.

Decrees absolute for dissolution of marriage were granted in the cases of *Pell* v. *Pell and Borer* and *Lambert* v. *Lambert and Bradley*, and refused in the case of *Green* v. *Green and Warren*, the application being premature.

Feb. 21.

WATSON *v.* THE ATTORNEY-GENERAL AND COWEN.—*Legitimacy Declaration Act.*—This was a petition by Arthur Watson, praying for a decree that he is the legitimate son of Arthur Watson and Elizabeth Bell. The respondent, Mrs. Cowen, is the legal representative of the petitioner's father, Arthur Watson, if the petitioner is illegitimate. The petitioner was born in March, 1824, and his father and mother were married in the same month and year in Gretna-green. The issue which the jury had to try was whether the marriage preceded the birth of the petitioner or not. The same question had been tried in an action of ejectment which was brought by the petitioner in 1857, and which resulted in a verdict adverse to his claim. Since the passing of the Legitimacy Declaration Act he presented a petition under it to establish his legitimacy, and a trial thereon took place last year at the Lancaster Assizes, when he obtained a verdict in his favour. A rule for a new trial had, however, a short time since, been made absolute by his Lordship; and the case came on for hearing accordingly. The evidence on the above issue was very conflicting, and the trial occupied the greater part of two days.

Manisty, Q.C., T. Jones, and *W. G. Harrison*, for the petitioner.

Temple, Q.C., Monk, Q.C., Spinks, Dr., and *Quain*, for the respondent.

Bourke, appeared on the part of the Attorney-General.

Sir J. P. WILDE having gone through the whole of the evidence on both sides, and commented on it minutely,

The jury, after a short deliberation, returned a verdict that the petitioner was born after the marriage of his parents. The petition was accordingly dismissed, his Lordship condemning the petitioner in costs.

COURT OF ADMIRALTY.

Feb. 13.

THE "PAUL."—*Salvage.*—This was a motion on the part of defendants to condemn plaintiffs in costs of an appraisement of the cargo.

The Queen's-Advocate for the defendants; *Brett, Q.C.*, for the plaintiffs, *contrà*.

It appeared that the defendants had valued the cargo of the *Paul*, a vessel salved in September by the *Behera* screw steamship belonging to the Anglo-Egyptian Steam Navigation Company (Limited), at £7,200; and the plaintiffs, having taken out a commission of appraisement, the marshal of the court had appraised the cargo at about £9,600.

DR. LUSHINGTON held that, as the difference was really substantial, the defendants must pay the costs of the appraisement.

COMMON LAW.

SALE OF GOODS—SUBSTITUTED CONTRACT—STATUTE OF FRAUDS, s. 17.

Noble v. *Ward*, 14 W. R. Ex. 327.

An able contemporary has recently complained, and not without reason, of the number of cases reported in the various legal journals throughout the year which really add nothing new to the stock of law at present in existence. Some cases, indeed, are sometimes reported, which, to use a reporter's phrase, are wholly "unreportable." There are others which occupy a sort of middle position, and require to be dealt with by a sound and discreet lawyer. A third class are made up of the really valuable cases, which add something to our collection of legal principles. It is of this last class that what, by a somewhat strange misnomer, is called the *lex non scripta* of England is built up. There is scarcely a single branch of legal knowledge which is not more or less nourished by "case" law as opposed to the positive enactments of Parliament. Thus, on the law of bailments we have Lord Holt's famous judgment in *Coggs* v. *Bernard*, 1 Sm. Lead. Cas. 4th ed. 147; on the law of partnership, *Waugh* v. *Carver*, 2 Sm. Lead. Cas. 4th ed. 726, and *Wheatcroft* v. *Hickman*, 30 L. J. C. P. 125; on the law of principal and agent, *Addison* v. *Gandasequi*, *Paterson* v. *Gandasequi*, and *Thomson* v. *Davenport*, 1 Sm. Lead. Cas. 4th ed. 279. So, again, turning to the equity courts, we have *Chesterfield* v. *Jansen*, 1 W. & T. L. C., 2nd ed. 428 on catching bargains; *Glenorchy* v. *Bosville*, 1 W. & T. L. C. 1, on executory trusts; *Ellison* v. *Ellison*, 1 W. & T. L. C. 199, on voluntary gifts. These and others like them are emphatically leading cases, and a knowledge of them is at least as important as a knowledge of the statutes of the realm.

The principal case belongs to the third class to which we have alluded. It is one of great importance, and must become a leading authority upon the real meaning of 29 Car. 2, c. 3 (Statute of Frauds), s. 17. That section enacts that "No contract for the sale of goods for the price of £10 or upwards shall be *allowed to be good*," except there is acceptance, earnest-money, payment, or a memorandum in writing; and the importance of the decision arises from the fact that it throws light on the ambiguous words, "allowed to be good," in the section. Do they mean that a contract not satisfying the requirements of the statute is to be "allowed to be good" for no purpose whatsoever, or do they mean that such a contract is to be allowed to be good for all other purposes than a sale of goods?

In order to explain the effect of the judgment, it will be necessary shortly to advert to the facts of the case. On the 12th August, 1864, a contract in writing was entered into between the plaintiff and the defendant for the sale and delivery on a future day of more than £10 worth of cloth goods. Another written contract was made on the 17th of the same month, between the same parties, for the sale and delivery at a future day of certain other cloth goods of more than £10 in value. During the month of September, before any of the days of delivery had arrived, the plaintiff verbally agreed with the defendant to rescind and abandon the first contract altogether, and to extend for a fortnight the time within which the second contract was to be performed. The effect of the new arrangement was that the plaintiff had a fortnight more within which to deliver, and the defendant a fortnight more to pay for and to take the goods. This, it will be observed, amounted to a third contract. The defendant eventually refused to accept the goods tendered to him by the plaintiff, who thereupon brought an action for non-acceptance. The declaration was so framed as to fit either the second and written contract, or the third and unwritten contract. Amongst other pleas there was a plea of rescission. Upon the trial the plaintiff, in the course of his evidence, proved the third contract, rescinding the first, and materially altering the second. The learned judge (Bramwell, B.) thereupon nonsuited him, holding that the third contract, whilst operative (as containing a material alteration in the time of delivery) to rescind the second, was inoperative as far as a sale of goods was concerned, not being in writing in accordance with section 17 of the Statute of Frauds. A rule was subsequently obtained to set aside the nonsuit, and it was in making that rule absolute that the important judgment we are considering was pronounced.

For the defendant it was contended that the direction of the judge at the trial was right. It was impossible that a man should say, "I will extend the time for performance of this contract," and then turn round and sue for non-performance within the *non*-extended time. The arrangement of September was a total rescission of the first contract, and such a material alteration in the second as to amount to a rescission of that also. Then although, according to the judicial *dicta* in *Goss* v. *Lord Nugent*, 5 B. & Ad. 58, it could operate as a rescission of a contract required to be in writing, under the 17th section of the Statute of Frauds, in spite of its being itself unwritten, it could not be "allowed to be good" for the sale of goods under that section. The counsel for the plaintiff, on the other hand, urged that the evidence as to the third parol agreement ought not to have been received. That agreement was good for no purpose whatever, not being in writing; neither good to pass the property, nor to rescind the second contract. In support of this view the high authority of Lord Wensleydale was cited. In *Moore* v. *Campbell*, 10 Exch. 323, that learned judge expressed himself thus: "Another question raised was as to the effect of the alteration by parol of the written contract to deliver the goods on the quay to be weighed by the landing scales and substitute a delivery from the warehouse. He (the counsel for the defendant) contended that this operated as a new contract, embodying all the terms of the old one, except the delivery on the quay by landing weight; and that such new contract was necessarily a waiver or discharge of the old one; and, being made before the breach of the old contract, the 4th plea was supported. That plea was "that after the making of the agreement, and before breach, the agreement was mutually rescinded by the plaintiff and the defendant." We do not think that this plea was proved by this evidence. The parties never meant to rescind the old agreement absolutely, which this plea, we think, imports. If a new *valid* agreement, substituted for the old one before breach, would have supported the plea, we need not inquire; for the agreement was void, there being neither note in writing, nor part payment, nor delivery, nor acceptance of part or all."

The Court unanimously pronounced their judgment in favour of the plaintiff, Baron Bramwell himself having altered his opinion since the trial. The learned judges considered that the cases of *Goss* v. *Lord Nugent*, and others similar to it, only showed that the unwritten contract could not be enforced, and not that the written contract which it varied was gone. *Moore* v. *Campbell*, however, was held to be a direct authority in the plaintiff's favour. The result then of the recent decision is that an unwritten contract, where writing is obligatory under the 17th section of the Statute of Frauds, is not to be "allowed to be good" either for the sale of goods or for the rescission by means of material alteration of a previous written contract for the sale of the same goods. Accordingly a substituted parol contract will no longer be evidence of rescission of a previous written contract. Supposing, indeed, the parol agreement was expressly one of waiver only, it would seem, according to *Goss* v. *Lord Nugent*, that it would be good. But unquestionably, if the principles laid down in the principal case be carried to their legitimate conclusion, a mere waiver of a contract required by the statute to be in writing, must be in writing also.

REVIEWS.

A Treatise on the Locus Standi of Petitioners against Private Bills in Parliament. By JAMES MILLER SMETHURST, Barrister-at-Law. London: Stevens & Haynes. 1866.

The institution by the late Parliament of the "Court of Referrees," to which a number of questions, theretofore decided by the select committee on private bills, were referred, naturally tends to systematise the practise upon these questions, and settle the general principles upon which they will be dealt with. The great evil of our private bill legistion, one which is, perhaps, inseparable from all attempts at *judicial legislation* by any representative body whatever, was the fluctuating nature of the tribunal upon whose judgment the Legislature relied, and the want of any controlling authority to produce uniformity of action. One immediate result of this want of uniformity was, as Mr. Smethurst remarks in the preface to the work now before us, that "as the decisions of committees were so various and conflicting, it was useless to quote them as precedents, and no regular report of them was published;" and this, again, reacted on the original evil, and committees, from want of knowing what had been done in other similar cases, perpetuated and aggravated the divergence complained of. The removal of such questions from the direct cognizance of the legislative body, and intrusting the decision thereof to a regular Court, which will soon, if not at once, act with all the regularity of a judicial body, gives good ground for the expectation that much of the uncertainty which has hitherto prevailed will now cease; and that uniformity of action, proceeding upon fixed and known principles, will supersede the varying arbitrary will of the various committees. While the Court of Referrees was still untried, however, it was obviously impossible to pronounce, with any reasonable confidence, upon its course of action, or the principles which the referrees would adopt for their guidance, and therefore it was necessary to wait till the proceedings of that court on any generally recurring question were to some extent known, before attempting to solve the problem as regards such question.

One of the most important practical points thus removed from the arena of legislation to that of judicial determination is undoubtedly the question of *locus standi*, that is to say, whether a person or body is or not entitled to be heard in opposition to any proposed new scheme. On the one hand it is the professed principle of Parliament not to pass any private Act without giving the fullest hearing to all persons interested in opposing it; on the other, it would be clearly unjust to the promoters to expose them to the very serious expense and annoyance of having to resist an opposition on the part of persons not really interested in the question, and whose opposition is the result of spite, or is used as an engine of extortion. Whether the actual decisions of the wisdom of Parliament have hit the *juste milieu* in cases of this kind may reasonably be doubted; itis not, for instance, easy to reconcile to our notions of abstract right that, although every man, a square foot of whose land is proposed to be taken by the company, may be heard to oppose a railway or land bill, a man whose property is about to be utterly destroyed by the proximity of the works has his mouth shut. And yet his is the harder case, for the owner whose land is taken will get paid for it at least its fair value; while the decision in *Rickett's case*, if it stands, shows that the other has no redress whatever for the injury done him; it is, in the eye of the law, *damnum sine injuriâ*. But, though it be true that "hard cases make bad laws," *i.e.*, that a *court of justice* ought not to strain general principles to try and make them fit the exigencies of particular cases; these are, of all others, the cases which ought to receive the most attention at the hands of a *legislative* body, because they are just those in which most injury is done by any ill-advised act of legislation.

However this may be, it is obviously essential that *some* rules as to *locus standi* should be authoritatively laid down, and that these should be as widely known and as uniformly acted upon as possible, and accordingly, as soon as the institution of the Court of Referrees rendered it reasonable to hope for the establishment of settled formal rules on this point, the profession, as the recognised advisers of the public on all questions of practice, became naturally anxious for some guide to these rules. This is now supplied them by the work before us. It comes out as soon as it would be reasonable to expect any treatise on the subject; after the Court has been sitting for a session, during which a respectable number of cases have been decided wherefrom to deduce some principles of action; and it contains a full notice of all the cases that bear upon that subject, so far as they are known. It is to be regretted that the referrees have hitherto followed a most objectionable practice of private committees, and give no reasons for their decisions, a practice which obviously adds enormously to the difficulty of referring these decisions to settled principles, and deducing therefrom living rules of law; until the practice is in this respect amended, and the referrees feel that they, like other judges to whose care the rights of the public are en-

trusted, owe it to that public and to their own character to state openly the considerations which direct their judgments, we can scarcely hope to arrive at the goal, so confidently looked forward to by Mr. Smethurst, when "we may be able to predicate almost to a certainty in every case whether the *locus standi* of a petitioner will be allowed or refused."

The *desideratum*, however, next in order of importance to this judicial exposition of the *ratio decidendi*, is a careful, attentive, and skilful digest of the decisions themselves, wherefrom some attempt at least may be made to discern the golden thread uniting them into a system; and this, so far as it is yet practicable, seems to be ably supplied by the work before us.

A Digest of the Law and Practice of the High Court of Admiralty of England; with notes from text writers and the Scotch, Irish, and American Reports. By WILLIAM TARN PRITCHARD, Doctors' commons. Second Edition. By ROBERT A. PRITCHARD, Barrister-at-Law, and WILLIAM TARN PRITCHARD; with Notes of Cases from French Maritime Law, by ALGERNON JONES, Avocat. London: Stevens & Sons. 1865.

The new edition by Messrs. Pritchard of the Admiralty Digest, is a welcome contribution to our stock of maritime law books. Since the first edition by Mr. Pritchard was published in 1847, the Court of Admiralty has been thrown open to the whole legal profession, its jurisdiction has been enlarged, and its practice improved by the Legislature, and these circumstances, combined with the universally acknowledged ability of the venerable Judge who presides over it, and the rapid increase of commerce and navigation, have served to elevate it from an obscure and limited court, (apart from its prize jurisdiction) to one of the considerable legal tribunals of the country.

As might have been anticipated, the law and practice of the Admiralty were formerly, whilst the Court maintained its old isolation, like unknown regions to mercantile men, and lawyers beyond the precincts of Doctors'-commons, but no legal education can now be deemed complete which does not embrace a considerable acquaintance with them, and the jurisdiction given of late years to magistrates over questions of salvage and wages, requires that they also should be well informed on this branch of the law. But those able codes, as they may be called, of statutory maritime law, the Merchant Shipping Acts and Amendment Acts of 1854, 1855, and 1862, are of themselves formidable looking tomes; and to wade through these, and hunt out the older law in reports which until recently only circulated among civilians, and with no treatise of any note expressly on the subject, to serve as a guide, required efforts repelling to all but the mercantile lawyer, especially when some general information on a particular subject was the only object of the search. As to the practice of the Court, that has always until now been a sealed book to all but the practitioners in it.

Messrs. Pritchard's Digest may be said greatly to remove these evils. Under the head of each subject the general law, the statutory law, and the practice of the Court, are appropriately digested and arranged, with, on important questions, references even to foreign codes, so that on any particular subject general information may be acquired by the ordinary reader in a few minutes, and the legal student will find the *ipsissima verba* of the Legislature and the learned judges, and be referred at once to the proper statutes and reports for details.

To the members of the bar having to deal with nautical or maritime cases, such a work cannot but be of great use, and it may be safely said that no lawyer of any practice on our coasts should be without it, while it would be a valuable addition to the library of every magistrate in our seaports, as at a glance at the titles of damage (by collision), salvage, and wages, would at once convince him.

The work seems carefully compiled, and the knowledg displayed in it of the practice of the Court (to which, under the head of practice alone, nearly 200 pages are devoted), shows that in the absence of any other work of the kind it could only be compiled by practitioners of considerable standing and experience.

An interesting feature of the work is the collection in the order of the amount awarded of the awards of salvage made by the Court of Admiralty during the last twenty years. To those who know the difficulty of salvors what to accept, and of owners what to offer, for salvage services, the value of information under this head will be sufficiently obvious.

Valuable notes on French Maritime law, by Mr. Algernon Jones, an English Advocate, practicing in the French Law Courts in Paris, are embodied in the work.

COURTS.

MIDDLESEX SESSIONS.

(Before W. H. BODKIN, Esq., Assistant-Judge).

Feb. 20.—*Solicitors' practices.*—An incident occurred this morning in the Court which excited considerable interest, in reference to the way in which prosecutions are brought before this Court. A carman, named William Bowman, was indicted for furiously driving a horse and cart, and causing bodily harm to James Fitz, by which his arm was fractured at the elbow. When he was placed in the dock he pleaded guilty. It then appeared that Mr. *Besley* and Mr. *Wood* were about to address the Court on behalf of the prosecution.

Mr. *Besley* said—My Lords, it appears there are two of us for the prosecution.

The ASSISTANT-JUDGE.—From information that has come to me no expenses for the prosecution will be allowed.

Mr. *Besley.*—I am instructed by the Court, and it is quite immaterial to me.

Mr. *Johnson*, a solicitor.—I was instructed by the mother of the boy to prosecute, and I gave notice to that effect on Friday, and I then ordered the depositions.

The ASSISTANT-JUDGE.—That might be so. The information I received was this—that you went to the prosecutrix and asked her to let you prosecute the case, and she told you that she was too poor to pay for it, and therefore I shall not allow you any expenses.

Mr. *Johnson.*—I did not. Call the woman and ask her.

The ASSISTANT-JUDGE ordered the prisoner's father to enter into sureties in the sum of £50 to come up for judgment next session, when probably this contest for costs will be renewed.

GENERAL CORRESPONDENCE.

ENGLISH GRAMMAR.

Sir,—Mr. Joel Emanuel, a law student, who defended himself with some ability at the Marylebone County Court on the 26th of January last, would do well to improve his correspondence. His letter, inserted in last week's *Solicitors' Journal*, commenced, "Gentlemen,—In reply to your letter of yesterday, I certainly did find a purse," &c. As the purse was found before he wrote the letter, it was not in reply to any communication he had received." The error is a common one, but it is not the less ludicrous. Q.

ARTICLED CLERKS.

Sir,—I have read the letter of "An Article," in your last week's publication, in reply to mine, which you were good enough to publish in your impression of the 10th instant, and I have also read your remarks on the subject of each of those letters, for which I have to thank you. Although I agree with you that "an articled clerk is *pro tempore* a servant as well as a pupil," yet I do not think it follows that "if work is to be done," and "some one must do it," he, therefore, in the absence of a more fitting person, is bound to do it. For, although he may be a servant, yet he is a high-classed one, and not to be expected to do "menial" work, *i.e.*, work unbefitting his position, not only in life, but as regards his master, or else what is to prevent him from being employed as a messenger, or common "office boy." So far with regard to your remarks on *my* letter. Now, with reference to those on "An Article." I am, as I stated before, fully aware of the great benefit to be derived from copying documents, and I do not for a moment suggest that such a thing is otherwise than as you say, but what I object to is the *time* when articled clerks are frequently asked to employ themselves as copyists, viz., during the fourth and fifth years of their apprenticeship.

I have spent a portion of my articles both in the country and in town, and my experience shows me that an articled clerk is expected to copy much more in the former than the latter, and I believe the reason to be that the majority of the country solicitors' offices are short-handed. Is it fair, then, in order to save a few shillings a-week, that an articled clerk should have to do the work an ordinary boy at ten

shillings a-week could, and should, do? I know it, as a fact, that a solicitor in the country, of the highest respectability, does not scruple to give his *solicitor*-clerks copying to do, and they, being servants, and the work having to be done, I suppose, must do it. Surely if the articled clerks have no right to complain, the *solicitors* have.

ACUTUS.

[It seems to us that the whole matter is a question of *degree*, and that it is as unreasonable to expect that an articled clerk, even in his last year, should *never* be called upon to copy a draft, as it would be unjust to keep him habitually at work of the kind. Even solicitors in good practice must occasionally have work of this sort to do themselves. We know from personal experience that at no period of his pupillage is a conveyancer's pupil free from liability to do copying work, and that draftsmen in actual practice have frequently much work of the kind to do for themselves. We think that what a man does for himself, there is no degradation in his getting his pupil to do for him. We agree, however, that the practice ought to be exceptional; it is unfair to make it the rule.—ED. *S. J.*]

CIVILITY WANTED.

Sir,—Your correspondent "Vita" complains of the rudeness of officials generally, and I fear with only too much cause. Speaking for myself, it was recently my misfortune to have business to do in one of the most important courts in the country, before the taxing master in theory, but in fact before his chief clerk, when, venturing to expostulate with that official upon the non-performance of his duty, I was politely told to "go to the devil."

Now, sir, I understand that to this "gentleman" are delegated functions elsewhere performed by the masters themselves, a system that in itself may not be altogether free from objection, but surely practitioners have a right to expect that, among the qualifications of so important an official, that of being able to keep a civil tongue in his head may not be altogether overlooked. "What can you expect from a sty but a grunt?" is a vulger but old saying, perhaps it may apply in this case, and it was, no doubt, my own folly to expect, in that place, other than I got. But due warning ought to be given, as when you do not expect it this sort of treatment gives one a shock. Let me suggest an inscription—"Who enter here, leave manners behind."

A SUBSCRIBER.

JUSTICE IN THE MAYOR'S COURT.

Sir,—I most cordially agree with the remarks contained in your article of the 10th instant, on the subject of Red Tape, and also with those of "Vita," which occur in your impression of the 17th, respecting the arrogance of *small* officials; and now wish to contribute my mite of information on that head, believing that the better way to bring these officials to their senses, is to publish their vagaries, rather than quietly submit to them, as most people unfortunately too often do. It is not a little strange that in the above court the registrar, a gentleman who has never held a brief in his life, should be allowed, besides his official functions, to fill those of a judge at chambers, and of a taxing master. Now, this gentleman has thought proper to write a work on the law and practice of the Mayor's Court. So far there is no great harm, we all know that

> 'Tis gratifying to see one's name in print,
> And a book is a book, though there be nothing in't.

But to my subject. I lately had an action brought against me by an attorney in the Mayor's Court, to recover between £8 and £9, but as there was no foundation for the claim, I resolved to resist the attempt at extortion, and defended the action. The cause was tried in due course, but as the judge was not lawyer enough to decide the point of law involved in the case,* he directed a verdict to be found against me, subject to the opinion of the Court above as to whether the verdict should stand, or be entered for me. In the Court of Queen's Bench I obtained a rule which was made absolute to enter the verdict for me, but when I presented this rule to the Registrar he absolutely refused to act upon it, on the ground that the plaintiff had intimated that he *intended* to appeal from that decision to the Court of Exchequer Chamber. The practice, of which the Registrar is the author, sets out the Mayor's Court Act, the 8th section of which enacts that under similar circumstances the decision of the superior Court shall be *final*. However, every kind of obstacle was placed in my way in signing judgment, taxing costs, &c. After no end of trouble, and the greatest perseverance, I at length got my *allocatur* and *postea*, but, to my amazement, directly that was done the Registrar called in his head clerk and told him he was not to allow me to issue execution or remove my judgment. Now, was ever a denial of justice more flagrant? My costs were taxed at £22 odd, but my judgment was a mere piece of useless parchment. As may well be supposed, I remonstrated in rather energetic terms against the Registrar's conduct, but all I could get from him was that I might apply for a *mandamus* to the Court of Queen's Bench; that is to say, wait three or four month's more, at least, and spend £20 or £30 additional in costs. And, inasmuch as Mr. Registrar was already disobeying a rule of the same Court, I was by no means certain that he would have acted differently with regard to a *mandamus*. I began to think that such a way of administering the law savoured much more of Russia than of what is commonly called *free* (!) Britain; and I brought away my judgment, making up my mind to lose my costs, but no more time about the matter. I, however, by mere chance, discovered an Act of Parliament,* which enabled me to remove my judgment into one of the superior courts, without the leave or license of my friend the Registrar, and I was not long in availing myself of the opportunity. In due course a *fi. fa.* was levied at the plaintiff's house, and by that time the costs had increased to £27 odd.

My opponent was greatly dismayed, and I am told that the said Registrar flew into a violent passion, and vowed he would get my attorney struck off the roll, for having dared to defeat him in his (the Registrar's) attempt to render my judgment a *dead letter*. The plaintiff took out a summons (which was attended by counsel before Mr. Justice Lush) to set aside my judgment and execution, still on the ground that he wished to appeal to the Court of Exchequer Chamber, but he only got laughed at, it being clearly proved that no appeal would lie, unless an Act of Parliament were passed for the express purposes of giving one. I have, consequently, at length got my money, but submit that my case is one which calls for the notice of the Court of Aldermen, as, if they allow justice to be administered in that way in the Mayor's Court, the less suitors have to do with it the better.

Feb. 21. AN OLD SUBSCRIBER.

STAMP DUTIES ON LEASEHOLDS IN MORTGAGE.

Sir,—In commenting on the case of *Thomas* v. *Sewell* in your last number, you express grave doubts of the correctness of the view taken by the purchaser's conveyancer as to the stamps on the letters of administration, and you refer, apparently with approbation, to Mr. Reynold's paper, read before the Metropolitan and Provincial Law Association. Perhaps you will allow me to ask your attention to some remarks upon that paper, published in the *Jurist*, vol. 11, pp. 56, 81. The point is of considerable practical importance, and, you may think, deserves some further consideration and discussion. THE PURCHASER'S CONVEYANCER.

Lincoln's-inn, Feb. 19.

[We shall be glad to receive any communications on this subject. At present we have only heard "the plaintiff's case," but "subject to what may be said on the other side," we are inclined to think that Mr. Reynolds has made out his case.—ED. *S. J.*]

APPOINTMENT.

FREDERIC SELBY FLOOD, Esq., of the Midland Circuit and Lincoln's-inn, to be Attorney-General of the City and Garrison of Gibraltar.

PARLIAMENT AND LEGISLATION.

Pending Measures of Legislation.

JURIES IN CRIMINAL CASES.

Sir C. O'LOGHLEN's bill to codify and amend the law relating to the keeping together and the discharge of juries in criminal cases, proposes to give the judge power to allow the jury to have food and refreshment while considering their

* Is this meant to allude to the Recorder? Our correspondent hardly expects that to be credited.—ED. *S. J.*

* 1 & 2 Vict. c. 110.

verdict; to sanction the discharge of a jury by the judge if they cannot agree to a verdict within what he considers a reasonable time; to authorise beginning the trial again with a new juror if one becomes ill; and to sanction a verdict being taken or a jury discharged on a Sunday. Power is given to the judge to discharge the jury, if he thinks fit, on account of the sudden illness of a juror, or a witness, or the accused. A jury being discharged, the accused may be tried again.

IRELAND.

Legal Appointments.

It is understood that the office of Crown Prosecutor for the counties of Carlow, King's, Kildare, and Meath, on the Home Circuit, which was held by Mr. Walter Hussey Griffith (father of the bar on that circuit), has become vacant, and that the Attorney-General has appointed Mr. Francis Longworth Dames (called Trinity Term, 1855) thereto.

COLONIAL TRIBUNALS & JURISPRUDENCE.

AUSTRALIA.

The Supreme Court of Victoria has refused to the Government leave to appeal to the Privy Council in the various actions arising out of the enforcement of the new tariff, excepting on terms which the Crown declined to accept. Judgments, therefore, have been entered up for the importers. The Attorney-General, however, has intimated that he has applied directly to the Queen in Council to permit an appeal to the Judicial Committee of the Privy Council. If the appeal fails, a sum exceeding £140,000 will have to be returned, as having been illegally collected; while the country will probably (if not certainly) lose about an equal sum short collected on articles on which the duties were reduced under the late tariff.

FOREIGN TRIBUNALS & JURISPRUDENCE.

SWITZERLAND.

Suicides.

The Grand Council of Switzerland have inserted a clause in the Penal Code subjecting any person found guilty of affording help to a suicide to four years' detention in the House of Correction.

SOCIETIES AND INSTITUTIONS.

LAW STUDENTS' DEBATING SOCIETY.

At the meeting held at the Law Institution, on Tuesday, the 20th inst., Mr. J. Bradford, LL.B., in the chair, the following question was discussed—"A., having an estate in fee, subject to a mortgage, contracts to sell, and dies intestate, is the purchaser bound to take a conveyance from the mortgagee and vendor's personal representative without the concurrence of the heir at law?"—*Daly* v. *Nalder*, 14 W. R. 45; *Re Williams*, 5 De G. & Sm. 515. It was opened by Mr. Rooks, on the affirmative, and by Mr. Dunn, on the negative side, and, upon a division, was decided in the affirmative, the chairman giving a casting vote.

STATISTICAL AND SOCIAL INQUIRY SOCIETY OF IRELAND.

The Irish Bankruptcy Laws.

At the last meeting of the Statistical and Social Inquiry Society of Ireland, Mr. Charles H. Meldon, Barrister-at-Law, read a paper "On the Irish Bankrupt Code, with suggestions for its amendment." The learned gentleman first drew attention to the necessity for careful supervision of our bankrupt court, and maintained that the regeneration of this country must take place through the instrumentality of commerce. He disapproved strongly of the Acts of Bankruptcy consequent on the omission of a trader complying with a demand for payment on entering into security, as provided for by the 104th section, and proceeded to show the hardship resulting from ignorance, carelessness, or misapprehension of a trader in not complying with the requirements of this section. The proceeding by means of a trader debtor summons was too harsh, and both these acts of bankruptcy lost their effectiveness by reason of the complication surrounding them, and the length of time they gave a fraudulent debtor to make away with his property. Their abolition was advisable, and in lieu thereof, the failure by the acceptor of a bill of exchange to pay the amount thereof to the holder, or secure, or compound for the same, or obtain leave from the Court, to defend an action brought to recover the amount, within seven days after a demand in writing duly served on him, shall constitute an act of bankruptcy. Mr. Meldon suggested that three different classes of certificates should be given,* and that it should be distinctly stated in such certificate whether imprisonment was awarded or not. On a future occasion the learned gentleman said he proposed to consider at length the subject of arrangement proceedings under the control of the Court.

Mr. James Haughton, J.P., differed from Mr. Meldon on one point. Mr. Meldon was of opinion that more credit should be given to traders. He (Mr. Haughton) thought that half the evils amongst the community arose from the facility which men got to get into debt.

Mr. Houston (Barrister), was in favour of framing that code on the principles of the laws which prevailed in France and other countries, where they discriminated the different degrees of culpability on the part of traders, and regulated the punishment accordingly. If a trader who was guilty of a crime were to be punished, he thought that that punishment should be awarded by the regular tribunals of the land.

Mr. A. H. Bagot would withhold from the man who did not keep books, such protection as he would afford to the regular steady trader. The importance of this subject to men of business could not be overrated. To have a good bankrupt code, well administered, was of vital importance to a commercial community.

Mr. A. Kennedy (Solicitor), observed that a great deal of the injury referred to arose from the apathy of creditors themselves. He thought that too much facility was given under the present bankrupt laws for debtors to pay their debts under 20 shillings in the pound. The power of awarding punishment had been given to the judges in England, where he was informed they had power to summon a jury in their own court, and he did not see why the same power should not be given to the judges in Ireland.

The Record of Title Act.

On the same occasion Mr. John Fallon (Barrister-at-Law) read some observations on the important measure passed last session, 28 & 29 Vict. c. 88.

This Act, known as the Record of Title Act, was presented to the country as establishing a system of conveyancing adequate to render dealing with land easy, secure, and inexpensive. All present might remember the much debated question respecting the registry of titles, which was at its height some few years ago. The question was whether it was possible to make land an article of commerce. The Record of Title Act stood as the latest effort towards the solution of that question. What was the conclusion which they came to? It was simple and may be simply stated:—That no registry of title is worthy of the name, except one where the registered owner is made to represent the persons beneficially interested under him, fully and finally, for all the purposes of sale and transfer; in other words, that sub-interests in the nature of trusts and limitations must be kept off the register as certain to ruin it.† Judge Longfield had said—"I think no title should be put upon the register, except the absolute title to a fee or to a lease." Elsewhere he says, speaking of interests short of the absolute ownership:—"If they are placed upon the register, all the advantage of a registry of title are lost, and it becomes an imperfect registry of assurances." Referring to the report of the commissioners, he said—"We have come to the conclusion that the register ought to be composed of a succession of simple transfers merely." Elsewhere they stated: "Occasionally it has been thought that equitable interests might be put on the register, but if that is done, it is demonstrable, as we have observed in a previous part of this report, that all the advantages of a registry of title would soon be lost, since it would become in fact little else than a

* This is the course so unequivocally condemned, after twelve years trial, in England.—Ed. *S. J.*

† That is to say:—The system cannot succeed except by giving extended legislative facilities to the grossest fraud. That cannot be charged against Col. Torrens' system.—Ed. *S. J.*

registry of assurances, and a very imperfect one." There we find them echoing the very words of Judge Longfield.* The meaning of all this is unmistakeable; let proprietors complicate their beneficial interests in land, as is their wont; that is a luxury of which the law does not want to deprive them; but if they will have, notwithstanding, a public system of land transfers in any way deserving of the name, the complications in which they seem to revel, and which an old world civilization appears to have rendered perfectly indispensible, must be carefully excluded from the foreground of the registry. A purchaser must see at a glance with whom he is to deal; trusts and limitations may bind the vendor personally, and the produce of the sale, but the vendee must know nothing of them.† In a word, as I before stated, the registered owner must fully and conclusively represent the beneficial interests and sub-interests for all the purposes of sale and transfer. I have yet to learn that this plain and almost self-evident conclusion of the commissioners has been refuted. Tidings, it is true, have reached us from the southern hemisphere as to the success of a scheme somewhat at variance with it. But it was no part of the business of the commissioners to inquire what might be done in an entirely new country, left derelict by a degraded race. We have no wilderness to reduce into possession; no boundless tracts open for our energy. Confined, as we are, in our island home, the soil which gave us birth must serve many purposes, and sometimes all. With such a difference of circumstances it is conceivable that experiments, which have not failed in an extensive and primitive colony, should, nevertheless, be impossible here, and the conclusion of the commissioners remains unshaken that a registry of title, which should admit of trusts and limitations, is sure to become little else than a registry of assurances, and a very imperfect one.

The only question of real difficulty which the commissioners had to solve was this, how was the transition to be accomplished from the present state of things to a system of registered ownership? The new machinery, if set up at all, ought to be within tempting reach of landowners in general, otherwise our generation will have to endure the results of having the old common law in friction with the new code, while the benefits of the latter will be relegated to some race of men as yet unborn. It was therefore concluded that the possession of an indefeasible title was not to be thought of as the condition precedent of admission to the record; let a fair *primâ facie* title, founded on possession, be a sufficient qualification in the first instance; adverse claims arising out of circumstances antecedent to the date of registry need not in any way be affected thereby; such adverse claims may be left to the tender mercies of the Statute of Limitations. When asserted in time, and duly established, they will be satisfied by the successful claimant's name being put on the registry in the place of that of his vanquished rival. The Statute of Limitations will do its work of decimation steadily day by day, and the rising generation may live to see such stale demands as may be still subsisting, interesting from their rareness, if not harmless from their notoriety. Such was the solution of the commissioners, a solution as unshaken at this day as it was when first given, and necessary to be borne in mind when considering any after efforts towards the same object.

In the discussion which followed, Colonel TORRENS (Registrar-General of South Australia), spoke of the feasibility of his system, which, he said, had been worked not only successfully in Australia but in the old and aristocratic countries of Prussia and Bavaria. In the northern countries of Europe the system had been in operation for the last four hundred years. Frederick the Great introduced the system into Prussia. He first ordered an ordnance survey; the next thing he did was to establish an estates' court, such as that established in Ireland. This system worked admirably, and the facility to transfer land was the greatest. Why should not Irishmen in Ireland be able to do what Prussians do in Prussia? Colonel Torrens then drew a distinction between the registration of deeds and the registration of title. A registration of deeds could only give a record of transactions. In registration of title all retrospect of title is cut off, and one had not the right to look behind existing title. There were no searches. In Hamburgh there was a system of mortgaging land which passed there as a basis of credit. These mortgages in Hamburgh were like debentures in Ireland. Time was not wasted in making searches as in this country, nor in investigating title.

Mr. HUTTON (Barrister), said although he did not think the system, as worked in Australia, could be introduced here without some modification, he believed that the germ of the thing was there. He was of opinion that the average landholders would record their titles.

Mr. KENNEDY said the solicitors desired to be assured by competent authorities that they would not fall into error in this case. He considered that undoubtedly the measure would reduce the costs of solicitors; but what the solicitors wanted was to be shown that it would be really advantageous to the country, and that they should advise their clients to record their titles.

Mr. DENNY URLIN (Barrister), believed the solicitors thought it right to obstruct legal improvement, not for the sake of obstruction, but because there was an amount of danger in giving an opinion upon an untried act, and in saying so he gave them credit for the best motives. The officers in charge of the registry of deeds conducted their intricate duty with great fidelity; but the system they were working was a thorough bad one. He contended that the record of title system was consistent with reason and common sense, and he asked those who had not formed a judgment on it to suspend it for some time longer, assuring them that the argument would be altogether found in favour of the Record of Title Act.*

Mr. FALLON replied. The measure, he said, would increase and not diminish solicitors' costs; and as to the observations of Colonel Torrens, he said if he had a conversation with that gentleman he would undertake to show him that their views were almost identical.

* The learned judge's views on this subject are well known to be revolutionary, and, *pace* so high an authority, based on wholesale legislative robbery.—ED. *S. J.*

† i. e., Every reversioner must be at the mercy of any fraudulent, or even ignorant, trustee. The remedy would be a thousand times worse than the existing evil.—ED. *S. J.*

* We are inclined to agree with this; but the existing Act does not contain the "absolute title" or "land as stock" provisions, so subversive, not only of all our ancient institutions, but of the plainest natural justice.—Ed. *S. J.*

LAW STUDENTS' JOURNAL.

LAW LECTURES AT THE INCORPORATED LAW SOCIETY.

Mr. E. CHARLES, on Equity, Monday, February 26.

Mr. R. HORTON SMITH, on Conveyancing, Friday, March 2.

LAW CLASSES AT THE INCORPORATED LAW SOCIETY.

HOURS OF ATTENDANCE.

Elementary classes, 4.30 to 5.30 p.m.
Advanced ,, 5.30 to 6.30 p.m.

Mr. E. A. C. SCHALCH on Common Law—
Monday, Feb. 26, class A, elementary and advanced.
Thursday, Mar. 1 ,, B, ,, ,,

Mr. M. H. COOKSON on Equity—
Tuesday, Feb. 27, clsss A, elementary and advanced.
Friday, March 2 ,, B, ,, ,,

Mr. A. BAILEY on Conveyancing—
Wednesday, Feb. 28, class B, elementary and advanced.

PRELIMINARY EXAMINATION.

The preliminary examination will take place on Wednesday and Thursday, 18th and 19th July, 1866, and will comprise:—

1. Reading aloud a passage from some English author.
2. Writing from dictation.
3. English grammar.
4. Writing a short English composition.
5. Arithmetic—A competent knowledge of the first four rules, simple and compound.
6. Geography of Europe and of the British Isles.
7. History—Questions on English history.
8. Latin—Elementary knowledge of Latin.
9. 1. Latin. 2. Greek, ancient or modern. 3. French. 4. German. 5. Spanish. 6. Italian.

The special examiners have selected the following books, in which candidates will be examined in the subjects numbered 9 at the examination:—

In Latin—Cicero, De Amicitiâ; or Horace, Carm. Lib. I.
In Greek—Xenophon, Anab. I.

In modern Greek—Βικκαρίου, περὶ Ἀδικημάτων καὶ Ποινῶν μεταφρασμένον ἀπὸ τὴν Ἰταλικὴν Γλῶσσαν, 1—7, both inclusive; or, Βιττορῆς Ἱστορία τῆς Ἀμερικῆς, βιβλίον ζ'.

In French—F. Guizot, Edouard III. et les Bourgeois de Calais; or Voltaire, Brutus.

In German—Lessing's Nathan der Weise; or, Goethe's Egmont.

In Spanish—Cervantes, Don Quixote, cap. i. to xv. both inclusive; or, Moratin, El Si de las Ninas.

In Italian—Manzoni's I Promessi Sposi, cap. i. to viii. both inclusive; or, Tasso's Gerusalemme, 4, 5, and 6 cantos; and Volpe's Eton Italian Grammar.

Each candidate will be examined in one language only, according to his selection. Candidates will have the choice of either of the above-mentioned works.

The examinations will be held at the Incorporated Law Society's Hall, Chancery-lane, London, and at some of the following towns:—Birmingham, Brighton, Bristol, Cambridge, Cardiff, Carlisle, Carmarthen, Chester, Durham, Exeter, Lancaster, Leeds, Lincoln, Liverpool, Maidstone, Manchester, Newcastle-on-Tyne, Oxford, Plymouth, Salisbury, Shrewsbury, Swansea, Worcester, York.

Candidates are required to give one calendar month's notice to the Incorporated Law Society of the language in which they propose to be examined, the place at which they wish to be examined, and their age and place of education.

COURT PAPERS.

LANCASHIRE SPRING ASSIZES, 1866.

NOTICE.

The commissions for holding these assizes will be opened at Lancaster on Wednesday, the 7th of March; at Manchester on Saturday, the 10th of March; and at Liverpool on Saturday, the 24th of March.

The entry of causes at Lancaster will commence immediately after the opening of the commissions, on Wednesday, the 7th of March, and will close at nine on the following morning.

Causes for trial at Manchester and at Liverpool can be entered provisionally at the office of the Prothonotary of the Court of Common Pleas at Lancaster, at Preston, as follows, viz.:—Causes for trial at Manchester on Monday, the 5th of March, and daily thereafter until Thursday, the 8th of March inclusive, between the hours of ten o'clock in the forenoon and one o'clock in the afternoon; and causes for trial at Liverpool on Monday, the 19th of March, and daily thereafter until Thursday the 22nd of March inclusive, between the above-mentioned hours.

Causes entered provisionally, as above mentioned, will be formally entered and put on the lists at Manchester and Liverpool by the Prothonotary and Associate in the order of their provisional entry, and before causes entered at Manchester and Liverpool respectively; and in case any record, provisionally entered for trial at Manchester, be withdrawn before one o'clock in the afternoon on Friday the 9th of March, or any record provisionally entered for trial at Liverpool, be withdrawn before one o'clock in the afternoon on Friday, the 23rd of March, the entry fee will be returned.

The entry of causes at Manchester and Liverpool respectively will commence at the Assize Courts, Manchester, and St. George's Hall, Liverpool, immediately after the opening of the commissions, and will close at 9 o'clock in the evening on the commission day.

The Court will sit at twelve o'clock at noon, at Manchester and Liverpool respectively, on the Monday next following the commission day.

The trial of special jury causes will commence at Manchester at nine o'clock a.m. on Friday, the 16th of March, and at Liverpool at two o'clock p.m. on Friday, the 30th of March and not earlier.

A list of causes for trial at Manchester and Liverpool respectively, each day (except the first) will be exhibited in the corridor of the court and in the library.

REGULÆ GENERALES.

ALTERED AND AMENDED TABLE OF FEES.

In pursuance of an Act passed in the session of Parliament held in the fifteenth and sixteenth years of the reign of her Majesty, chapter seventy-three, intituled "An Act to make provision for a permanent establishment of officers to perform the duties at Nisi Prius in the Superior Courts of Common Law, and for the payment of such officers and the judges' clerks by salaries, and to abolish certain offices in those Courts," we, the undersigned, have caused the undermentioned altered and amended table of fees to be prepared, specifying the fees proper to be demanded and taken by the Clerks of Assize, as associates, and their officers in reference to proceedings at Nisi Prius on the Circuits, namely:—

	£	s.	d.
On entering any cause for trial	2	0	0
On returning the postea	1	0	0
On re-entering the record of any cause which has been withdrawn or struck out	1	0	0
On receiving a writ of subpœna to attend any Court	1	0	0
For attendance at any Court on a writ of subpœna for every day after the first day	1	0	0

All other fees than those before mentioned are hereby abolished, and are not to be taken by any of the above-mentioned officers, under any pretence whatever.

Signed by the Chiefs and three *puisne* Judges, and two of the Lords of the Treasury.

REGULA GENERALIS AS TO STAMPS.

The Treasury have issued, under the powers of 27 & 28 Vict. c. 45, the following rules:—

1. The stamps to be used for collecting the fees payable to the Clerks of Assize as Associates on Circuit, shall be procured and paid for by the parties liable to pay such fees.

2. A book shall be kept by the Clerks of Assize acting as Associates, in which shall be entered the causes, against which shall be placed adhesive stamps of the value required, and it shall be the duty of the clerk to cancel such stamps.

3. The fees on writs of subpœna, and for attendance on such writs, shall be taken in stamps, affixed to the writ, and cancelled as aforesaid.

4. Any stamp cancelled without having been legitimately used, may be allowed by the Inland Revenue Office.

5. That distributors of stamps in England and Wales may sell the stamps above referred to.

6. Clerks of Assize to render annual accounts of all stamps cancelled.

ORDER IN LUNACY.

10th February, 1866.

Whereas, since the General Orders in Lunacy, bearing date the 12th day of January, 1855, were made, it has become the duty of the legal, as well as of the medical, visitors of lunatics to visit lunatics, and to make inquries as to their care and treatment, and the arrangements for their maintenance and comfort, and otherwise respecting them.

Now I, ROBERT MONSEY BARON CRANWORTH, Lord High Chancellor of Great Britain, intrusted, by virtue of her Majesty the Queen's sign manual, with the care and commitment of the custody of the persons and estates of persons found idiot, lunatic, or of unsound mind, do, with the advice and assistance of the Right Honourable Sir JAMES LEWIS KNIGHT-BRUCE and the Right Honourable Sir GEORGE JAMES TURNER, the Lords Justices of the Court of Appeal in Chancery, also being intrusted as aforesaid, and by virtue and in exeacise of the powers or authorities in this behalf vested in me by the Lunacy Regulation Act, 1853, and of every other power or authority in anywise enabling me as Lord Chancellor, or as being intrusted as aforsaid, order as follows:—

I.

That the legal, as well as the medical, visitors of lunatics shall make the inquiries and perform the duties directed by the said General Orders, and that the reports of the legal visitor shall be treated and acted upon in the same manner as is directed by the said General Orders with respect to the reports of the medical visitors.

II.

The said General Orders shall, in all respects, apply and extend to the legal in the same manner as to the medical visitors of lunatics.

CRANWORTH, C.
J. L. KNIGHT-BRUCE, L.J.
G. J. TURNER, L.J.

CURIOUS POINT.—A question of some novelty, it is said, will shortly be solemly tried in one of the superior courts, to decide whether a railway company is justified in refusing to convey a chimney sweep, attired in the habiliments of his craft.

PUBLIC COMPANIES.

ENGLISH FUNDS AND RAILWAY STOCK.

LAST QUOTATION, February 22, 1866.

[From the Official List of the actual business transacted.]

GOVERNMENT FUNDS.

3 per Cent. Consols, 87⅞	Annuities, April, '85
Ditto for Account, Mar. 8—87⅞	Do. (Red Sea T.) Aug. 1908 —
3 per Cent. Reduced, 87⅞	Ex Bills, £1000, 3 per Ct. 2 dis
New 3 per Cent., 87⅞	Ditto, £500, Do, 2 dis
Do. 3½ per Cent., Jan. '94 —	Ditto, £100 & £200, Do. 9 dis
Do. 2½ per Cent., Jan. '94 —	Bank of England Stock, 5½ per Ct. (last half-year)
Do. 5 per Cent., Jan. '73 —	Ditto for Account, —
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stock, 10½ p Ct. Apr. '74 —	Ind. Enf. Pr., 4 p C., Jan. '72
Ditto for Account, —	Ditto, 5½ per Cent, May, '79, —
Ditto 5 per Cent., July, '70, 102½	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do., 5 per Cent., Aug. '66, —
Ditto 4 per Cent., Oct. '88	Do. Bonds, 4 per Ct., £1000, — pm
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, — pm
Ditto Enfaced Ppr., 4 per Cent. —	

RAILWAY STOCK.

Shares.	Railways.	Paid.	Closing Prices.
Stock	Bristol and Exeter	100	95
Stock	Caledonian	100	132
Stock	Glasgow and South-Western	100	117
Stock	Great Eastern Ordinary Stock	100	39½
Stock	Do., East Anglian Stock, No. 2	100	7½
Stock	Great Northern	100	130
Stock	Do., A Stock*	100	149
Stock	Great Southern and Western of Ireland	100	92 xd.
Stock	Great Western—Original	100	55½
Stock	Do., West Midland—Oxford	100	44
Stock	Do., do.—Newport	100	38
Stock	Do., do.—Hereford	100	103
Stock	Lancashire and Yorkshire	100	123
Stock	London and Blackwall	100	90
Stock	London, Brighton, and South Coast	100	99 xn.
Stock	London, Chatham, and Dover	100	39
Stock	London and North-Western	100	127
Stock	London and South-Western	100	95½xn.
Stock	Manchester, Sheffield, and Lincoln	100	65
Stock	Metropolitan	100	134½ xd.
10	Do., New	£4:10	3½ pm xd.
Stock	Midland	100	127½
Stock	Do., Birmingham and Derby	100	98
Stock	North British	100	64
Stock	North London	100	128
10	Do., 1864	5	7½ xd.
Stock	North Staffordshire	100	77
Stock	Scottish Central	100	150
Stock	South Devon	100	55
Stock	South-Eastern	100	77½
Stock	Taff Vale	100	148
10	Do., C	3	4 pm
Stock	Vale of Neath	100	104
Stock	West Cornwall	100	53

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The bar that has been such an obstacle not only to the promoters of bubble schemes, but to all requiring accommodation, has been somewhat removed. For yesterday the Bank Court reduced the rate of interest to 7 per cent. There is also every likelihood of a still further immediate reduction. The reserves have been steadily increasing. The bullion has increased by more than half a million, and the unemployed notes have also increased by £1,122,155; £350,000 of this latter sum, however, appear to be owing to the lapsed issue of country notes, to which we referred in a former article. But the remaining amount of unemployed notes (which, in the present state of the law, are so much gold), together with the favourable state of the exchanges, indicates a healthy state of trade, and, therefore, a probability that further tightness need not, for the present, be apprehended.

In the "other securities" there has been a decrease of £562,933, owing to bills having matured, and the recent keen competition in the open market. £50,000 have been added during the week to the Government securities, and the public deposits have, in the same interval, decreased by £118,395.

The Bank of France has also reduced the rate of discount from 4½ to 4 per cent. Thus the relative values of money here and at Paris, that existed before the 15th, is still maintained. This difference of 3 per cent. must continue to attract capital better, and so the bank's resources must proportionately increase. A decline in the rate of discount is also taking place in the principal continental cities.

The Joint-Stock and Private Discount Establishment have made the following charges in the allowance of interest on deposit accounts:—From 5½ to 5 per cent. for money at call; from 5½ to 5½ per cent. for seven days; and from 7 to 6 per cent. for fourteen days' notice of withdrawal.

Many persons having postponed seeking accommodation in the expectation of a reduction of the bank rate on Thursday, when their expections were then realized, a brisk demand of course ensued. First class bills were negotiable at 6⅛ per cent. In the Stock Exchange the quotations for loans on Government securities ranged from 6 to 6½ per cent.

The tone of stock exchange securities remains unaltered; speculators are very quiet, considering the improved state of the money market. Fenianism has had some slight effect in damping operations. Consols have receded ⅛ per cent. Foreign stocks, however, are firm; but in railway shares, Great Western, Oxford and Worcester, and Metropolitan, were especially flat upon the reports of the forthcoming dividends. French *rentes* have experienced an improvement of ⅛ per cent.

The directors of the South-Eastern Railway will recommend the proprietors, at their half-yearly meeting, to declare a dividend at the rate of 4½ per cent. per annum.

Messrs. Robert Benson & Co., 10, King's Arms-lane, have requested all parties holding bonds of the Wilmington and Manchester Railway Company, of North and South Carolina, to communicate with them.

Price's Patent Candle Company, of which Mr. T. C. Wright, Barrister, is the chairman, proposes, at its annual meeting to be held on the 22nd of March, to recommend a dividend of ten shillings per share.

THE COUNTRYMAN AND THE LAWYER.—The following story, from the French of Emile Souvestre, was translated for the *Legal Intelligencer* by a Member of the Bar:—

One day a farmer, named Bernard, went to Rennes on business. When his matters had been attended to, he thought, as he still had some leisure hours, he would spend them in consulting a lawyer. He had often heard of M. Poitier de la Germondaie, whose reputation was so great that people thought a cause gained when supported by his opinion. The countryman inquired his address, and presented himself at his house in St. George's-street.

There were many clients, and Bernard had to wait a long time. At last his turn came, and he was shown in. M. de la Germondaie bade him be seated, laid his spectacles on the desk, and asked him what brought him there.

"By my faith, Mr. Lawyer," said the farmer, twirling his hat, "I have heard you so well spoken of that, finding myself in Rennes, I wanted to improve the opportunity, by coming to consult you."

"I thank you for your confidence, my friend;" said M. Poitier; "but, doubtless, you have a suit?"

"A suit?—for what? I hold them in abomination; and Peter Bernard never had a word with any man."

"Then it is a settlement, a family partition? (distribution?)"

"Excuse me, Mr. Lawyer, my family and I have never had anything to divide, except that we use the same purse."

"Your errand then has to do with some contract of bargain and sale?"

"Not at all. I am not rich enough to buy, nor poor enough to be selling."

"But what do you want of me?" asked the astonished counsellor.

"Well, I have told you, Mr. Lawyer," answered Bernard, with a broad, though embarrassed smile, "I want an opinion for my money. Understand me, because being at Rennes, I must improve the opportunity."

M. Germondaie smiled, took up a pen, and asked the farmer his name.

"Peter Bernard," he replied, glad at being understood.

"Your age?"

"Forty years, or near to it."

"Your profession?"

"My profession? Ah! What do I do? I am a farmer."

The counsellor wrote a couple of lines, folded up the paper, and handed it to his singular client.

"Is it done a' ready?" exclaimed Bernard. "Well, its finished betimes. I haven't had time to get out of patience. How much is this opinion worth, Mr. Lawyer?"

"Three francs."

Bernard paid without more words, scraped his foot, and went away delighted at having *improved the opportunity*.

When he reached home, it was four o'clock. Travelling had tired him, and he entered his house determined to lie down.

Meanwhile, his hay had been cut for several days, and was completely dry. One of the farm boys came up to ask if it should be put in.

"This evening?" interposed the farmer's wife, who had joined her husband; "it would be a great pity to begin work so late, when we can get it in to-morrow without trouble."

The boy objected that the weather might change; and that the teams were ready, and the farm hands without work. She replied that the wind was in a good quarter, and that night would interrupt them if they should begin. Bernard, who was listening to their pleas, knew not what to say, when he suddenly recollected the lawyer's paper.

"One minute!" he cried. "I have an opinion here, of a famous man. It cost me three francs and ought to help us out

of our trouble. Here, Therese, you read all sorts of writing, tell us what it says."

She took the paper, and read slowly these two lines.

"PETER BERNARD, NEVER PUT OFF TILL TO-MORROW WHAT YOU CAN DO NOW."

"That's it," cried the farmer, struck by its aptness. "Come, hurry the waggons, the girls and the boys, and let us get at the hay."

His wife still tried to put in some objections; but he declared that he had not laid out three francs for an opinion to do nothing with it, and that he should follow the lawyer's advice. He set the example, by putting himself at the head of his labourers, and by working on till they had got in all the hay.

The result proved the wisdom of his course; for the weather changed in the night, an unexpected storm burst on the valley, and in the morning, when it became light, they saw the swollen river in the meadows, sweeping away the new mown hay. The hay crop of all the neighbouring farmers was utterly ruined. Bernard alone lost none. This first test gave him such confidence in the lawyer's opinion, that he began that day to adopt it as a rule of conduct, and became, by order and industry, one of the richest farmers in the country. He never afterwards forgot the service which M. Poitier had rendered him, and recognized it by taking him a couple of his fine fowls every year. And it was his custom to say to his neighbours, when speaking of Attorneys, "that next to the commandments of God and the precepts of the Church, the most profitable thing there is, is the opinion of a good lawyer."

CAPITAL CRIMES.—By the law of Scotland the following offences are still punishable with death:—Child stealing; striking a person in the presence of the King's justice sitting in judgment; aggravated theft, amounting to *furtum grave*; killing or houghing cattle; cutting growing trees and corn; cursing or beating parents; incest; notour adultery; sorning; engaging in a duel without the King's licence; hearing mass and concealing the same; Jesuits, priests, and trafficking priests saying mass. These laws are practically obsolete, because the whole duty of prosecuting for crimes devolves on the Lord Advocate as public prosecutor, and when he indicts for any of these crimes he frames his libel for a minor punishment.

PARLIAMENTARY DISQUALIFICATIONS.—Among the many election petitions presented, one of the most curious is one from Cambridge against the return of Mr. Forsyth, on the ground that he was ineligible as holding the salaried office of counsel to the India Department, an office created subsequent to the 6th Anne, c. 7, which enumerates all the posts and places under the Crown that may be held by members of the House of Commons, and which excludes all other offices then existing or to be thereafter created.

MARRIAGE LAW.—The Marriage Law Commission met on Saturday last. Present: Lord Chelmsford, Lord Lyveden, Right Hon. S. H. Walpole, Q.C., M.P., the Attorney-General, Travers Twiss, Q.C., D.C.L., Alexander Murray Dunlop, Esq., M.P., and Mr. Macqueen, Q.C., Secretary.

APPOINTMENT.—It is understood that Mr. C. P. Barrett, solicitor, of Eton, has been appointed Deputy-Steward of his Grace the Duke of Buccleuch's manors of Datchet, Ditton, and Langley.

OLD TITLES.—In the *Duke of Portland* v. *Hill* the plaintiff traced his title to the manor of Bolsover to Domesday Book, where it is stated to have been "held by one William Peverell who subsequently built a castle there." We do not doubt that Peverell may have had a castle temp. Will. 1, but what that can have to say to the Bentincks, whose claim cannot date earlier than Will. III., remains to be seen.

SUITORS' FEE FUND.—The usual accounts have been laid before Parliament by the Accountant-General of the Court of Chancery. In the year ending the 1st of October, 1865, the receipts of the Suitors' Fund showed, after payment of the salaries charged upon it, surplus interest amounting to £72,498 to be carried over to the Suitors' Fee Fund. The receipts of this latter fund amounted to £186,908 and the salaries and expenses charged upon it amounting to £160,753 left a surplus of £26,155 to which is to be added a balance of cash from the previous year amounting to £113,152, making a balance of £139,307 cash in November, 1865. The amount of fees paid into the Suitors' Fee Fund in the year ending the 25th of November, 1864, was £98,435; in the year ending the 25th of November, 1865, £100,121.

BANKRUPTCIES OF 1865.—In the year ending at the close of the long vacation of 1865 there were 8,305 adjudications of bankruptcy. But only 769 were on petition of a creditor, and eight on judgment debtor summons. 5,937 were on the debtor's own petition, 1,091 were adjudications by registrars at the prisons, and 500 were on petitions *in formâ pauperis*. Of the 8,305 adjudications, a majority (4,572) were cases in which the debts did not exceed £300. 6,076 discharges were granted in the year, 403 were suspended, 107 were refused. The gross sum realised from the several bankrupts' estates amounted to £856,955. In 5,727 bankruptcies there was no dividend made. In 1,639 cases a dividend was made. In 861 (more than half the whole number) it was under 2s. 6d., in 381 more it was under 5s., in 200 under 7s. 6d., in 85 under 10s., in 62 it was between 10s. and 15s., in 15 between 15s. and 20s., and in 35 cases there was paid 20s. in the pound. There were in the year no less than 5,204 trust deeds registered under the Bankruptcy Act—deeds of assignment, composition, or inspectorship; and the property dealt with, or composition paid, amounted in the aggregate to £9,035,700, being more than ten times the amount administered in the Bankruptcy Court. From the Master's office we learn that bills (chiefly of solicitors), amounting to £93,519, were taxed in the year, and charges amounting to £8,718 were struck out.

ESTATE EXCHANGE REPORT.

AT GARRAWAY'S.

Feb. 20.—By Mr. NEWBON.

Leasehold residence, being No. 6, Compton-terrace, Islington; let at £90 per annum; term, 96 years from 1821, at £10 per annum—Sold for £1,300.

Leasehold, 3 residences, being Nos. 30, 35, and 36, Richmond-crescent, Richmond-road, Barnsbury, producing £158 per annum; term, 65 years unexpired, at £8 each per annum—Sold for £1,595.

Leasehold house, being No. 177, Euston-road; let at £54 per annum; term, 42 years unexpired, at £14 per annum—Sold for £505.

Leasehold residence, being No. 63, Hemingford-road, Barnsbury, let at £36 per annum; term, 98 years from 1844, at £6 per annum—Sold for £425.

Leasehold, 2 houses, being Nos. 2 & 4, Caledonia-street, King's-cross; also 2 cottages in the rear, producing £96 4s. per annum; term, 38 years unexpired, at £8 each per annum.—Sold for £610.

Leasehold house, being No. 43, New Church-street, Bermondsey; let at £24 per annum; term, 24 years unexpired, at £2 per annum.—Sold for £150.

AT THE GUILDHALL HOTEL.

Feb. 21.—By Messrs. DEBENHAM, TEWSON, & FARMER.

Leasehold ground-rents, amounting to £145 per annum, arising from about 120 houses and premises in and near the Wandsworth-road—Sold for £1,990.

Leasehold, 5 houses and stabling, workshops, and premises in John-street, Portland-town, producing £157 per annum; term, 37 years unexpired, at £14 per annum—Sold for £1,220.

AT THE LONDON TAVERN.

Feb. 22.—By Messrs. HARDS & VAUGHAN.

Leasehold residence, situate at the corner of Lee-park, Blackheath; estimated annual value, £160; term, 99 years from 1836, at £15 per annum—Sold for £1,840.

Leasehold residence, known as Shamrock Lodge, being No. 1, Lee-park, Blackheath; let at £65 per annum; term, similar to above, at £8 per annum—Sold for £1,000.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BARRON—On Feb. 15, at Guildford-street, Russell-square, the wife of E. J. Barron, Esq., Solicitor, of a daughter.

LLOYD—On Feb. 16, at Aberystwith, the wife of R. L. Lloyd, Esq., Barrister-at-Law, of a son.

MARRIAGES.

HENRY—DOMMETT—On Feb. 8, at St. Mary's Church, Chard, Somersetshire, W. Henry, Esq., to Julia E., daughter of W. Dommett, Esq, Solicitor, Chard.

ROBINSON—BLAINE—On Dec. 28, at Verulam, Natal, J. Robinson, Esq., Durban, to Sarah A., daughter of B. Blaine, Esq., Resident Magistrate of the Inanda Division, county Victoria, Natal.

SUGRUE—HACKETT—On Feb. 8, at St. Patrick's-church, Cork, C. J. Sugrue, Esq., Barrister-at-Law, Dublin, to Ellie, daughter of Sir W. B. Hackett.

SWAN—BURNET—On Feb. 15, at Stannington, Northumberland, C. S. Swan, Esq., Solicitor, Morpeth, to Alice, daughter of the late T. Burnet, Esq., Durham.

DEATHS.

COCKER—On Jan. 29, at Carew Rectory, E. Cocker, Esq., Barrister-at-Law, of the Middle Temple, age 63.

COLLIN—On Feb. 17, at Eimdon, Essex, Frances A., relict of J. Collin, Esq., Solicitor, aged 77.

FOREMAN—On Feb. 14, at Forest Hill, R. Foreman, Esq., Solicitor, aged 75.

HOLMES—On Feb. 20, at Sydenham-road, Croydon, William Booth, the infant son of John Holmes, Esq.

JONES—On Feb. 17, at Somerville, Navan, H. G. Jones, Esq., Serjeant-at-law, aged 61.

OGDEN—On Feb. 19, at Edge Hill, near Liverpool, the Hon. C. R. Ogden, Member of the Executive Council of Canada.

PREIST—On Feb. 17, at Stockwell, Marion E., wife of J. Preist, Esq., Solicitor, of Buckingham-street, Strand.

SIMON—On Feb. 16, at Union-crescent, Wandsworth-road, H. A. Simon, Esq., Barrister-at-Law, aged 53.

STEELE—On Jan. 22, at Madras, L. U. Steele, Esq., Barrister-at-Law, aged 31.

WILLIS—On Feb. 13, at Leighton Buzzard, F. Willis, Esq., Solicitor, aged 58.

UNCLAIMED STOCK IN THE BANK OF ENGLAND.

The amount of Stock hereinafore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

WAYLAND, THOMAS, Hayes, Middlesex, Ostler. £100 Consolidated £3 per Cent. Annuities—Claimed by T. Copas, administrator.

WEBBER, FELIX HUSSEY, Esq., Rhyd-y-Helyg, near Swansea. £394 14s. 3d. Consolidated £3 per Cent. Annuities—Claimed by the said F. H. Webber.

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

FRIDAY, Feb. 16, 1866.

LIMITED IN CHANCERY.

Royal Hotel Company of Great Yarmouth (Limited).—Petition for winding up, presented Feb 14, directed to be heard before the Master of the Rolls on Feb 14. Wilson & Co, Copthall-chambers, solicitors for the petitioners.

Neath and Pelenna Colliery Company (Limited).—The Master of the Rolls has appointed Samuel Lovelock, 34, Coleman-st, to be Official liquidator. Creditors are required, on or before March 23, to send in their names and addresses, and the particulars of their debts or claims.

UNLIMITED IN CHANCERY.

Pembroke Dock Mutual Benefit and Loan Society, No. 2.—Creditors are required, on or before March 12, to send their names and addresses, and the particulars of their debts or claims, to John Thomas, Haverfordwest.

British Union Assurance Company.—Petition for winding up, presented Feb 10, to be heard before the Master of the Rolls on Feb 24. Pulbrook, Threadneedle-st, solicitor to the petitioner.

TUESDAY, Feb. 20, 1865.

LIMITED IN CHANCERY.

Llanrwst Slate Slab Quarry Company (Limited).—Order to wind-up, made by the Master of the Rolls, dated Jan 10. Taylor, Laurence Pountney-hill, solicitor for the petitioners.

Peninsular, West Indian, and Southern Bank (Limited).—Petition for winding up, presented Feb 19, directed to be heard before Vice-Chancellor Wood on March 3. Ryan, Lincoln's-inn-fields, solicitor for the petitioner.

Friendly Societies Dissolved.

FRIDAY, Feb. 16, 1866.

Fifth Division of True Brothers, Roebuck Tavern, Lower Tottenham. Feb 10.

West Shefford Friendly Society, Swan Inn, West Shefford, Berks. Feb 12.

TUESDAY, Feb. 20, 1866.

Edale Female Friendly Society, Edale, Derby. Feb 15.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Feb. 16, 1866.

Francis, Chas, New-grove, Bow-rd, Gent. March 20. Phillips v Francis, V. C. Stuart.

Harris, Robt, Old-st-rd, Cabinet Manufacturer. March 5. Petty v Willson, V. C. Stuart.

Johnson, Wm, Apethorpe, Northampton, Innkeeper. March 14. Johnson v Bainton, M. R.

Nutt, David, Strand, Bookseller. March 9. Nutt v Nutt, V. C. Wood.

Roberts, Benj, East Ardsley, York, Farmer. March 6. Clapham v Roberts, M. R.

Scott, Anthony, Gemini-villas, Victoria-park, Carman. March 12. Scott v Scott, V. C. Kindersley.

Shaw, Chas, Esq, Birm. March 31. Re Chas Shaw, V. C. Stuart.

Simonds, Jas, Wigton, Cumberland, Gent. March 25. Simonds v Hetherington, V. C. Stuart.

Skipper, Abraham, Millar-pl, Dalston. March 31. Skipper v Skipper, V. C. Stuart.

Webb, Richd Jas, Cadogan-pl, Chelsea, Gent. March 5. Harris v Whinney, M. R.

Windley, Chas, Holloway Down, Essex. March 1. Windley v Foreman, M. R.

Young, Chas, Hampton Court, Builder. Young v Steel, M. R.

TUESDAY, Feb. 20, 1866.

Day, Thos, Stockport Bank, Heaton Norris, Banker. March 12. Hughes v. Lyon, V. C. Stuart.

Hirst, Wm Davis, Southsea, Hants, Hotelkeeper. March 24. Carter v Hirst, V. C. Stuart.

Lister, Jas, jun, High Town, Liversidge, York, Innkeeper. March 13. Carr v Lister, M. R.

Matthews, John, Keevil, Wilts, Innkeeper. March 31. Matthews v Matthews, V. C. Stuart.

Meyer, Juliet Ann, Streatham-pl, Brixton-hill, Widow. March 19. Wall v Bellman, M. R.

Penny, Thos, Bridgwater, Somerset, Esq. April 29. Bickley v Penney, M. R.

Rose, John, Honiton, Devon, Draper. March 5. Rose v Munk, M. R.

Seel, Jas, Lpool, Licensed Victualler. March 13. Re the Consolidated Assurance Company, M. R.

Shoobridge, Richd, & Wm Shoobridge, Mayfield, Sussex. March 19. Peache v Graham, V. C. Wood.

Skeens, Wm Galway, Southsea, Hants, Schoolmaster. March 7. Jarvis v Skeens, M. R.

Smith, Geo, Eccles, Lancaster, Appraiser. March 15. Andrews v Bohannon, M. R.

Whitaker, Joseph, King William-st, Merchant. March 14. Lawrance & Whitaker, V. C. Kindersley.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Feb. 16, 1866.

Bailey, Ann, Abingdon-villas, Kensington, Spinster. Feb 28. Combs, Bucklersbury.

Chapman, Wm Hy, New-rd, Hammersmith, Market Gardener. March 21. Farnell & Briggs, Isleworth.

Chassemore, Wm, Bridge House, Fulham, Gent. May 1. Pamphilon, Wilton-pl.

Davy, David, Sheffield, Millwright. April 13. Wake, Sheffield.

Farnell, Jas, Isleworth, Gent. March 21. Farnell & Briggs, Isleworth.

Hitch, Walter, Ware, Hertford, Surveyor. April 28. Spence & Hawks, Hertford.

Hooton, Harriet, Lpool, Spinster. April 18. Sladen, King's-arms-yard.

Hopes, Hy, Stainmore, Westmorland, Yeoman. March 17. Thompson, Westmorland.

Jackson, John, Gildersome, York, Gent. April 30. Snowdon & Son, Old Bond-st.

Kennedy, Wm Denholm, Soho-sq, Artist. Feb 12. Robinson & Tomlin, Jermyn-st, St James's.

Lamb, Jas, Warcop, Westmorland, Yeoman. March 17. Thompson, Westmorland.

Ledson, Joseph, Sephton, Lancaster, Farmer. May 1. Frodsham, Lpool.

Nicholson, Jas, Kirkland, Cumberland, Gent. March 17. Thompson, Westmorland.

Phipson, Thos Barrol, Plumstead, Kent, Metal Merchant. June 1. Rutter & Son, Aldermanbury.

Pratt, Edwd, Redbourn, Hertford, Builder. March 21. Day, Hemel Hempstead, Herts.

Smale, Robt, Hounslow, Middx, Gent. March 21. Farnell & Briggs, Isleworth.

Vollum, Eliz, Hartlepool, Durham, Widow. March 1. Robinson.

TUESDAY, Feb. 20, 1866.

Ball, Joseph, City-rd, Gent. March 25. Trehern & Co, Barge-yard-chambers, Bucklersbury.

Brasse, Frances Jane, Newton Abbot, Devon, Spinster. May 1. Mackenzie & Co, Gresham-house, Old Broad-st.

Brundrit, Thos, Stretford, Lancaster, Nurseryman. April 2. Simpson, Manch.

Chapman, Cockerill, Scarborough, York, Yeoman. March 15. Moody & Co, Scarborough.

Cottrell, John Geo, The Lozells, Warwick, Engraver. March 26. Griffiths & Bloxham, Birm.

Cox, Geo Chas, Charing-cross, Gent. March 31. R. M. & F. Lowe, Tanfield ct, Inner Temple.

Deem, Sarah, West-hill, Wandsworth, Widow. March 17. Pritchard & Sons, Gt Knight Rider-st.

Dent, Wm, Dishforth, York, Yeoman. April 2. Richardson, Thirsk.

Glass, Jas, Worton, Wilts, Cornfactor. March 29. Meek & Co, Devizes.

Grimshaw, Christopher, Barrowford, Lancaster, Cotton Spinner. April 2. Weatherhead & Burr, Keighley.

Hitch, Walter, Ware, Hertford, Surveyor. April 28. Spence & Hawks, Hertford.

Lambert, John, Sheffield, Brass Caster. March 26. Webster, Sheffield.

Lamplugh, Hy, Great Driffield, York, Ironmonger. May 1. Jennings, Great Driffield.

Nicholls, John Clarke, Little Houghton, Northampton, Gardener. July 9. Britten, Northampton.

Rudland, Walter Batley, Aylesbury, Buckingham, Solicitor's Clerk. March 20. Tindal & Baynes, Aylesbury.

Sleep, Richd, Cardiff, Glamorgan, Innkeeper. March 17. Ingledew & Ince, Cardiff.

South, Emily, Penn Fields, Stafford, Spinster. April 30. Deakin & Dent, Wolverhampton.

Tratman, Chas, Berkeley, Gloucester, Gent. March 3. Gaisford, Berkeley.

Tucker, Wm Hy, Glass Merchant, Brighton. April 30. Letts, Bartlett's-buildings.

Witham, Joseph, Croft House, Burley, nr Leeds, Ironmaster. April 21. Yewdall, Leeds.

Assignments for Benefit of Creditors.

TUESDAY, Feb. 20, 1866.

Burstow, Fredk, Horsham, Sussex, Builder. Feb 8. Medwin & Clarkson, Horsham.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Feb. 16, 1866.

Bennison, Jas, Stone, Stafford, Builder. Jan 19. Asst. Reg Feb 13.

Bird, Wm, New Kent-rd, Auctioneer. Jan 19. Comp. Reg Feb 16.

Broadbent, Edwd, Maidenhead, Berks, Plumber. Feb 1. Comp. Reg Feb 15.

Charlton, John, Postern, Newcastle-upon-Tyne, Hardwareman. Jan 18. Asst. Reg Feb 13.

Chorley, Hy Geo, Manch, Smallware Dealer. Jan 19. Comp. Reg Feb 16.

Colgrave, Chas, Sheffield, Boot Dealer. Feb 8. Comp. Reg Feb 16.

Cooke, Thos, Chorley, Lancaster, Grocer. Feb 12. Comp. Reg Feb 16.

Cooper, Caleb, Tichfield, Hants, Licensed Victualler. Jan 24. Asst. Reg Feb 14.

Crook, Thos, Wigan, Lancaster, Fish Curer. Feb 1. Comp. Reg Feb 13.

Cubbon, John, Lpool, Saddler. Jan 22. Comp. Reg Feb 15.

Davies, Mary, Dowlais, Glamorgan, Widow. Feb 10. Comp. Reg Feb 14.

Dunkerley, Wm, Oldham, Lancaster, Clogger. Jan 29. Asst. Reg Feb 16.

Faulkner, John Tite, Boughton, Northampton, Farmer. Jan 20. Asst. Reg Feb 16.

Fawcett, Hy, Dewsbury, York, Publican. Feb 2. Comp. Reg Feb 15.

Gass, Fredk, Aldersgate-st, Fancy Warehouseman. Feb 14. Comp. Reg Feb 16.

Godfrey, Geo, Croydon, Surrey. Jan 22. Asst. Reg Feb 14.

Gordon, Peter, Wrexham, Denbigh, Draper. Jan 30 Asst. Reg Feb 16.

Green, John Albert, Well-st, Hackney, Merchant's Clerk. Feb 5. Comp. Reg Feb 16.

Hatfield, Robt, Pavement, Clapham, House Decorator. Feb 10. Comp. Reg Feb 16.

Hayward, Wm Turner, Long Wittenham, Berks, Yeoman. Feb 9. Comp. Reg Feb 14.

Holdsworth, Wm, Worcester, Gent. Jan 22. Asst. Reg Feb 12.

Hungate, Robt Ughtred, & Wm Cousens, Gt St Helen's, Merchants. Jan 23. Asst. Reg Feb 15.

Jennings, John, Charles-st, Hackney-rd, Leather Dealer. Feb 14. Comp. Reg Feb 15.

Kershaw, John, Stockport, Chester, Comm Agent. Jan 23. Asst. Reg Feb 15.
King, Geo, Bottesford, Leicester, Tailor. Jan 26. Asst. Reg Feb 14.
Kirkby, Wm, jun, Longsight, Lancaster, Chemist. Feb 2. Asst. Reg Feb 14.
Kirk, Richd, Derby, Painter. Feb 1. Asst. Reg Feb 13.
Knell, Edwd, High-st, Notting-hill, Grocer. Feb 5. Asst. Reg Feb 15.
Langton, Richd, Kingston-upon-Hull, Wholesale Grocer. Feb 17. Asst. Reg Feb 14.
Lees, Joseph Haigh, Meltham, York, Grocer. Jan 22. Asst. Reg Feb 16.
Llewhellin, John, Pembroke Dock, Pembroke, Licensed Victualler. Feb 9. Asst. Reg Feb 14.
Margaritti, Aristides, Manch, Merchant's Clerk. Feb 13. Comp. Reg Feb 15.
Mathews, Jas, Church-st, Hackney, Beer Retailer. Feb 2. Asst. Reg Feb 15.
Nott, John, Tenbury, Worcester, Grocer. Jan 17. Asst. Reg Feb 14.
Pagan, Wm, Sheffield, Draper. Jan 30. Asst. Reg Feb 15.
Parker, John, Whitehaven, Cumberland, Painter. Jan 23. Asst. Reg Feb 13.
Pocock, Geo Pearce, Cannon-st, Gent. Jan 17. Comp. Reg Feb 13.
Raphael, Thos Athanasia, Gt Winchester-st, Merchant. Feb 12. Comp. Reg Feb 14.
Rickards, Edwin, Tettenhall, Stafford, Builder. Feb 3. Comp. Reg Feb 13.
Sacker, Hy, Edgware-pl, Paddington, Ostler. Feb 12. Asst. Reg Feb 14.
Sawyer, Richd, East Side, Hackney, Blind Maker. Feb 14. Comp. Reg Feb 15.
Solomon, Abraham, & Edwd Solomon, Bartholomew-close, Leather Sellers. Jan 24. Asst. Reg Feb 12.
Spencer, Wm Thos, Saltburn-by-the-Sea, York, Builder. Jan 17. Comp. Reg Feb 13.
Stannard, Robt John, Norwich, Baker. Feb 1. Asst. Reg Feb 15.
Stanford, Hy, Litcham, Norfolk, Farmer. Jan 23. Asst. Reg Feb 13.
Sutton, Richd Wortley, Stradbrooke, Suffolk, Farmer. Jan 20. Asst. Reg Feb 15.
Wallwork, Joseph, Oldham, Lancaster, Cotton Spinner. Jan 30. Comp. Reg Feb 15.
Waterman, Geo, Sevenoaks, Kent, Innkeeper. Jan 20. Asst. Reg Feb 14.
Weaver, Wm Hy, Quatford, Salop, Farmer. Jan 18. Comp. Reg Feb 13.
Williams, Steph, Wolverhampton, Stafford, Jeweller. Feb 3. Comp. Reg Feb 14.

TUESDAY, Feb. 20, 1866.

Alder, Fredk Wm Arundell, Porteus-rd, Paddington, Clerk of Works. Feb 14. Comp. Reg Feb 19.
Ambler, Abraham, Bradford, York, Linen Draper. Feb 9. Comp. Reg Feb 17.
Beckerley, Arthur Jas, Penzance, Cornwall, Grocer. Feb 15. Asst. Reg Feb 20.
Booth, Wm, & Matthew Robinson, Nottingham, Lace Manufacturers. Jan 22. Asst. Reg Feb 19.
Burnett, Wm, Norfolk-ter, Bayswater, Milliner. Feb 5. Comp. Reg Feb 19.
Bullen, Robt Hockley, Bampton, Oxford, Solicitor. Feb 20. Comp. Reg Feb 20.
Chapman, Richd Brown, Harrow-on-the-Hill, Builder. Jan 20. Asst. Reg Feb 17.
Clark, Robt, Vauxhall-bridge-rd, Tailor. Jan 31. Comp. Reg Feb 17.
Coombs, Lawrence, Albrighton, Salop, Excise Officer. Feb 12. Comp. Reg Feb 19.
Corns, Joseph, Wolverhampton, Stafford, Confectioner. Feb 23. Asst. Reg Feb 20.
Davies, Matilda Harriet, Prescot, Lancaster, Schoolmistress. Feb 10. Comp. Reg Feb 19.
Denne, Edwd Wm, Derby, Adjutant. Jan 22. Asst. Reg Feb 19.
Douglas, John, Manilla-house, Peckham-rye, Schoolmaster. Feb 14. Comp. Reg Feb 19.
Drake, Jas, Castleford, York, Woollen Draper. Feb 12. Comp. Reg Feb 17.
Ehrenberg, Jacob, Warwick-st, Middx, Tailor. Feb 10. Comp. Reg Feb 19.
Fullard, Longland, Warboys, Huntingdon, Farmer. Jan 22. Asst. Reg Feb 19.
Foster, John, Myrtle-cottage, Stoke Newington, Carpenter. Feb 1. Comp. Reg Feb 16.
Francis, Wm, Hemingford-rd, Barnsbury, Traveller. Feb 12. Comp. Reg Feb 16.
Gandy, Thos, Warrington, Lancaster, Clogger. Jan 22. Asst. Reg Feb 19.
Gardiner, Chas, Burslem, Stafford, Shoemaker. Feb 8. Comp. Reg Feb 19.
Garrett, Wm, Camden-st, Walworth, Comm Agent. Feb 15. Comp. Reg Feb 16.
James, Wm Joseph, Portsea, Hants, Grocer. Feb 22. Asst. Reg Feb 19.
Littleton, Saml, Bath, Grocer. Feb 1. Comp. Reg Feb 17.
Lock, John Smith, City-rd, Hatter. Feb 5. Comp. Reg Feb 20.
Mitchell, Jas, Croydon, Surrey, Chemist. Feb 2. Comp. Reg Feb 20.
Mitchell, Joseph, Morpeth, Northumberland, Innkeeper. Jan 22. Asst. Reg Feb 16.
Morriss, Isaac, Birm, Jeweller. Feb 9. Comp. Reg Feb 19.
Morris, Richd Jones, Stafford, Grocer. Jan 22. Comp. Reg Feb 19.
Mumford, John, Stowmarket, Suffolk, Fire Insurance Agent. Jan 23. Asst. Reg Feb 17.
Munro, Donald John, Ipswich, Suffolk, Haberdasher. Jan 23. Comp. Reg Feb 20.
Pearce, Edwd, Lanteglos by Camelford, Cornwall, Cattle Dealer. Jan 22. Comp. Reg Feb 19.
Pritchard, Hy, Basingstoke, Southampton, Carpenter. Feb 3. Asst. Reg Feb 17.
Purkis, John, Evelyn-st, Deptford, Grocer. Jan 30. Comp. Reg Feb 16.
Richardson, Edwd John, Totterdown, Somerset, Stationmaster. Jan 30. Comp. Reg Feb 19.
Rising, Hy Chambers, Dorking, Surrey, Draper. Feb 2. Asst. Reg Feb 17.
Rudler, Wm, Wolverhampton, Stafford, Licensed Victualler. Feb 8. Comp. Reg Feb 20.
Savory, John, Chippenham, Wilts, Law Clerk. Feb 17. Asst. Reg Feb 20.
Sheppard, Edwd, Bristol, Watchmaker. Feb 9. Comp. Reg Feb 19.
Smith, Edwin Jas, Bristol, Stationer. Feb 2. Asst. Reg Feb 19.
Summers, John Ingram, Bristol, Publican. Jan 30. Comp. Reg Feb 17.
Tall, Edwd, Gainsborough, Lincoln, Painter. Jan 25. Asst. Reg Feb 16.
Tennant, Geo, Croydon-common, Surrey, out of business. Feb 2. Comp. Reg Feb 20.
Thorpe, Hollis, Gosport, Southampton, Baker. Jan 22. Asst. Reg Feb 19.
Waite, Jas, Lpool, Builder. Jan 19. Asst. Reg Feb 16.
Watson, Hy, Caistor, Lincoln, Butcher. Feb 6. Asst. Reg Feb 20.
Watson, Thos Hy, Cheapside, Accountant. Feb 13. Comp. Reg Feb 20.
Whitling, Hy John, King William-st, Hop Merchant. Feb 8. Asst. Reg Feb 14.
Wilkinson, Danl, Lpool, Draper. Jan 26. Asst. Reg Feb 16.

Bankrupts.

FRIDAY, Feb. 16, 1866.

To Surrender in London.

Bailey, Chas, Kingsland-rd, Cheesemonger. Pet Feb 9. Feb 27 at 12. Hall, Coleman-st.
Beckett, Horatio Wm, Portland-rd West, Notting-hill, Comm Agent. Pet Feb 13. Feb 28 at 12. Pain, Marylebone-rd.
Bell, Joseph Frost, Hornsey-rd, Carman. Pet Feb 12. Feb 26 at 2. Bannister, Clement's-lane.
Bentley, John, Watling-st, Warehouseman. Pet Feb 15. Feb 28 at 1. Reed & Phelps, Gresham-st.
Benwell, Sarah, Kingsland-rd, out of business, Spinster. Pet Feb 14. March 6 at 11. Lewis, Hackney-rd.
Berger, Jas, & Chas Berger, Mincing-lane, Colonial Brokers. Pet Feb 13. Feb 28 at 12. Richardson, Old Jewry-chambers.
Betts, Jessee, Plumstead, Kent, Market Gardener. Pet Feb 14. March 6 at 12. Harris & Lewis, Old Jewry.
Borelli, Ellen, Warner-st, Clerkenwell, Picture-frame Manufacturer. Pet Feb 10. Feb 26 at 1. Hicks, Moorgate-st.
Bowman, Chas, John Fredk Bowman, & Chas Jas East, Goodman's-fields, Sugar Refiners. Pet Feb 12. Feb 27 at 2. Linklaters & Co, Walbrook.
Britten, Hy Benj, Huntingdon st. Hoxton, Publican. Pet Feb 12. Feb 26 at 2. Murton, Barge-yard, Bucklersbury.
Collison, Fredk, Raglan-rd, Plumstead, Kent, Baker. Pet Feb 13. Feb 28 at 12. Rooks, Coleman-st.
Couzens, Hy Soper, Prisoner for Debt, Winchester. Pet Feb 12. Feb 28 at 11. White, Dane's-inn, Strand.
Dawson, Ernest, Prisoner for Debt, London. Pet Feb 13. March 6 at 12. Harrison & Lewis, Old Jewry.
Everett, John Taber, Nayland, Suffolk, Butcher. Pet Feb 12. Feb 27 at 1. Keighley & Co, Ironmonger-lane, for Newman & Co, Hadleigh, Suffolk.
Farrow, Wm Richd Taylor, Swan's-pl, King's-rd, Chelsea, Grocer. Pet Feb 4. Feb 28 at 1. Michael, Bucklersbury.
Grice, Jas, Caledonian-rd, Islington, Carpenter. Pet Feb 13. March 7 at 12. Munday, Essex-st, Strand.
Johnson, Thos, Hadleigh, Suffolk, Licensed Victualler. Pet Feb 12. Feb 26 at 2. Miles, Coleman-st.
Lamb, Saml Blackman Fras, Gray's-inn-sq, Solicitor. Pet Feb 14. March 7 at 2. Churchill, Eldon-chambers, Temple.
Levey, Rebecca, Spitalfields, Widow. Pet Feb 14. Feb 28 at 1. Wood & Ring, Basinghall-st.
Low, David, Mercer's-st, Shadwell, Shipwright. Pet Feb 14. March 7 at 2. Brighten, Bishopsgate-st Without.
Oppermann, Wm, Southampton-row, Bloomsbury, Cutler. Pet Feb 14. Feb 26 at 1. Blake & Snow, College-hill.
Pollastrini, Michael, Bright's-rd, Old Ford, Diamond Merchant. Pet Feb 10. Feb 27 at 1. Dobie, Basinghall-st.
Romaine, Wm Thos, sen, Bromell's-buildings, Clapham, Boot Maker. Pet Feb 14. Feb 28 at 1. Marshall, Lincoln's-inn-fields.
Sauer, Hy, Hyde-pl, Hoxton, Baker. Pet Feb 10. Feb 27 at 1. Medcalf, Coleman-st.
Spencer, Maria, Norfolk-st, Strand, out of business. Pet Feb 12. Feb 27 at 2. Bennett & Paul, Sise-lane.
Thompson, Chas Geo, London-rd, Shacklewell, Warehouseman. Pet Feb 12. Feb 27 at 1. Pattison & Son, Bouverie-st.
Walker, Edwd, Basinghall-st, Solicitor. Pet Feb 9. Feb 26 at 1. Drake, Basinghall-st.
Williams, Edwd, Prisoner for Debt, London. Pet Feb 12 (for pan). Feb 28 at 11. Goatley, Covent-garden.
Willbourn, Richd Woodward, Rutland-ter, Lambeth, Cheesemonger. Pet Feb 12. Feb 26 at 2. Hicks, Moorgate-st.
Wilkes, Saml, Southend, Essex, no business. Pet Feb 13. March 7 at 2. Payne, Bedford-row.
Wright, Hy, Hercules-buildings, Lambeth, Wheelwright. Pet Feb 9. Feb 26 at 12. Dobie, Basinghall-st.

To Surrender in the Country.

Alder, Geo, Stonehouse, Gloucester, Labourer. Pet Feb 9. Stroud, March 2 at 10. Witchell, Stroud.
Barnsley, Rowland Glegg, Prisoner for Debt, Stafford. Adj Feb 12. Birm, March 5 at 12. James & Griffin, Birm.
Brewitt, Wm, Wigton, Cumberland, Butcher. Pet Feb 13. Wigton, Feb 27 at 12. Stamper, Wigton.
Brien, John, Sunderland, Durham, Merchant Tailor. Pet Feb 13. Newcastle-upon-Tyne, Feb 27 at 11.30. Brignall, jun, Durham.
Broad, John, Birm, out of business. Pet Feb 14. Birm, March 5 at 12. Southall & Nelson, Birm.
Brook, Jas, Ipswich, Suffolk, Bookseller. Pet Feb 10. Ipswich, Feb 26 at 11. Moore, Ipswich.

Challis, John, Bury St Edmunds, Suffolk, Corn Merchant. Pet Feb 14. Bury St Edmunds, March 2 at 11. Salmon, Bury St Edmunds.

Chaplin, Wm John, Leamington Priors, Warwick, Hotel Servant. Pet Feb 14. Warwick, March 3 at 11. Overell, Leamington Priors.

Chapman, Geo Stuckey, Wookey, Somerset, Cattle Dealer. Pet Feb 10. Wells, March 6 at 12. Reed.

Clarke, Thos Miller, Wetherby, York, Farmer. Pet Feb 9. Leeds, Feb 26 at 11. North & Sons, Leeds.

Colling, Joseph, Wolsingham, Durham, Labourer. Pet Feb 12. Wolsingham, March 3 at 10. Dolphin, Wolsingham.

Drake, Matthew Booth, Otley, York, Mechanic. Pet Feb 14. Leeds, Feb 28 at 12. Harle, Leeds.

Evans, Moses, Llangollen, Denbigh, Brickmaker. Pet Feb 12. Lpool, Feb 26 at 12. Sherratt, Wrexham.

Flavell, Wm, Leicester, Warehouseman. Pet Feb 12. Hinckley, Feb 26 at 12. Bramah, Market Bosworth.

Fletcher, Jas, Eardisley, Hereford, Blacksmith. Pet Feb 13. Kington, Feb 27 at 11. Cheese, Kington.

Forster, Wm, Jarrow, Durham, Painter. Pet Feb 9. South Shields, Feb 26 at 11. Forster, Newcastle.

Gill, Thos Richd Darby, Taunton, Somerset, Whitesmith. Pet Feb 14. Taunton, March 6 at 11. Taunton, Taunton.

Greenbank, Thos, Blackburn, Lancaster, Auctioneer. Pet Feb 14. Manch, March 1 at 12. Radcliffe, Blackburn.

Grove, Jas. Tipton, Stafford, Grocer. Pet Feb 12. Dudley, March 3 at 11. Warmington, Dudley.

Hall, John Chas, Stratford, Buckingham, Horse Clipper. Pet Feb 14. Newport Pagnel, Feb 28 at 4. Stimson, Bedford.

Harding, Thos Caeharris, Dowlais, Glamorgan, Shoemaker. Pet Feb 13. Merthyr Tydfil. Feb 27 at 12. Plews, Merthyr Tydfil.

Henshaw, Geo, Lpool, Poultry Dealer. Pet Feb 8. Lpool, Feb 27 at 3. Bellringer, Lpool.

Hesketh, Wm, Accrington, Lancaster, Cotton Manufacturer. Pet Feb 7. Manch. March 8 at 12. Leigh, Manch.

Hubbard, Jas, Loughborough, Leicester, Licensed Victualler. Pet Feb 12. Loughborough, March 2 at 10. Deane, Loughborough.

Hodson, John Thos, Birm, Nurseryman. Pet Feb 14. Birm, March 5 at 12. Green, Birm.

Hunt, Jabez, Sheffield, Grocer. Pet Feb 14. Sheffield, March 1 at 1. Binney & Son, Sheffield.

Ibbett, Hy, Huntingdon, Dealer in Marine Stores. Pet Feb 9. St Neot's, March 1 at 2. Hunt, Cambridge.

Inchcomb. Chas, Tonbridge, Kent, Wheelwright. Pet Feb 13. Tonbridge, Feb 28 at 11. Palmer, Tonbridge.

Lewis, Thos, Kerry, Montgomery, Miller. Pet Feb 15. Lpool, March 2 at 12. Dodge, Lpool.

Mason, John, Rhayader, Radnor, Shoemaker. Pet Feb 9. Rhayader, March 16 at 10. Jenkins, Llanidloes.

Mills, Jas Hattersley, Mossley, Lancaster, out of business. Pet Feb 15. Ashton-under-Lyne, March 1 at 12. Drinkwater, Ashton-under-Lyne.

Millican, Hy, Pakenham, Suffolk, Bricklayer. Pet Feb 12. Bury St Edmunds, Feb 28 at 11. Walpole, Beyton.

Morris, Bergstein, Newcastle-upon-Tyne, Cloth Cap Maker. Pet Feb 12. Newcastle-upon-Tyne, Feb 27 at 12. Joel, Newcastle-upon-Tyne.

Nichols, Joseph, Kingston-upon-Hull, Smack Owner. Pet Jan 22. Leeds, March 7 at 12. England & Co, Hull.

Orendale. Saml, Skegby, Nottingham, Lime Burner. Pet Feb 13. Birm, Feb 27 at 11. Lees, Nottingham.

Parry, John, Rhyl, Flint, Builder. Pet Feb 13. St Asaph, Feb 28 at 11. Roberts, St Asaph.

Penpraze, Hy, Illogan, Cornwall, Miner. Pet Feb 7. Redruth, Feb 28 at 11. Holloway, Redruth.

Plant, Jas Dudson, Monk's Coppenhall, Chester, Builder. Pet Feb 13. Lpool, March 2 at 11. Cooke, Crewe.

Rawson, Wm, jun, Ripley, Derby, Plumber. Pet Feb 5. Birm, Feb 27 at 11. Allen, Birm.

Robinson, Chas, Bury, Lancaster, Ironmonger. Pet Jan 30. Manch, March 2 at 12. Marsland & Addleshaw, Manch.

Snow, David, Bristol, no business. Pet Feb 10. March 2 at 12. Press & Inskip.

Spence, John Hy, Tettenhall Wood, Stafford, Clerk. Pet Feb 1. Wolverhampton, March 19 at 12. Underhill, Wolverhampton.

Steel, John, Walsall, Stafford, Licensed Victualler. Pet Feb 13. Walsall, Feb 27 at 12. Robinson, Birm.

Thornton, Edw, Wm Thornton, & Hy Thos Marsh Crutchley, Aston, Warwick, Edge Tool Manufacturers. Pet Feb 15. Birm, March 2 at 12. Rawlins & Rowley, Birm.

Tyler, Chas Sones, Oakham, Rutland, Painter. Pet Feb 5. Oakham, March 22 at 3. Pateman, Uppingham.

Ward, Wm Benj, Farnworth, Lancaster, Chemist. Pet Feb 14. Bolton, Feb 28 at 11. Richardson & Brandwood, Bolton.

Weaver, Geo, Minchinhampton, Gloucester, no business. Pet Feb 13. Bristol, Feb 28 at 11. Press & Inskip, Bristol.

Whiteley, Wm, Almondbury, York, Farmer. Pet Feb 12. Holmfirth, March 12 at 10. Dransfield, Huddersfield.

TUESDAY, Feb. 20, 1866.

To Surrender in London.

Adams, Wm, St Ive's, Huntingdon, Surgeon. Pet Feb 13. March 6 at 1. Martin, Cannon-st.

Baker, Wm Hy, Cottesmore, Rutland, Lime Burner. Pet Feb 13. March 6 at 2. Peacock, South-sq, Gray's-inn.

Barker, Geo Dexter, Upper-st, Islington, Grocer. Pet Feb 12. March 5 at 11. Mathews & Co, Leadenhall-st.

Blinks, John, Palmerstone-ter, Camberwell, Butcher. Pet Feb 13. March 6 at 11. Buchanan, Basinghall-st.

Bliss, Edwd, Red Lion-sq, Goldsmith. Pet Feb 15. March 6 at 12. Beswick & Co Nicholas-lane, Lombard-st.

Blomfield, Robt Lipscomb, Connaught-ter, Paddington, Church Vestment Maker. Pet Feb 15. March 6 at 12. Keene, Lincoln's-inn-fields.

Calder, Robt Elson, Walbrook, Auctioneer. Pet Feb 13. March 7 at 1. Parkiss & Perry, Lincoln's-inn-fields.

Davies, John, Griffin-yard, Borough, Dairyman. Pet Feb 14. March 14 at 11. Ody, Trinity-st, Southwark.

Dearman, Abraham, Prisoner for Debt, Hertford. Adj Feb 15. March 5 at 12. Aldridge.

Dopson, Chas, Landport, Hants, Pork Butcher. Pet Feb 13. March 7 at 1. White, Dane's-inn, Strand.

Finz, Geo Hy, Sandown, Isle of Wight, Plumber. Pet Feb 13. March 5 at 11. Sorrell, Gt Tower-st, for Hearn & Fardell, Ryde.

Holmes, Wm Hy, Beaumont-st, St Marylebone, Professor of Music. Pet Feb 15. March 14 at 12. Haynes, Palace Chambers, St James-st.

Huggins, Robt Lord, Prisoner for Debt, Springfield. Adj Feb 15. Chelmsford, March 5 at 12. Aldridge.

King, Richd, Savile-row, Surgeon. Pet Feb 13. March 7 at 2. Chapple, Golden-sq.

Leahy, Thos, Chelsea, Middx, Carver. Pet Feb 16. March 6 at 1. Drake, Basinghall-st.

Lemon, Hy, Woburn-pl, Historical Engraver. Pet Feb 13. March 6 at 11. Lawrence & Co, Old Jewry-chambers.

Lord, Wm Satterley, Boulogne-sur-Mer, France, Non-trader. Pet Feb 6. March 6 at 12. Lawrence & Co, Old Jewry-chambers.

Margetson, Parker, George-st, Hanover-sq, Surgeon. Pet Feb 13. March 6 at 11. Lawrence & Co, Old Jewry-chambers.

Parkin, Angelo, Moor-st, Soho, Confectioner. Pet Feb 16. March 14 at 12. Hall, Coleman-st.

Philps, John, John-st, Edgware-rd, Corn Merchant. Pet Feb 16. March 6 at 12. Dobie, Guildhall-chambers.

Phillpot, Harvey, Friday-st, Comm Agent. Pet Feb 16. March 6 at 1. Reed & Phelps, Gresham-st.

Stephens, Mathew, Sovereign-mews, Edgware-rd, Coach Builder. Pet Feb 15. March 14 at 11. Orchard, John-st, Bedford-row.

Tucker, Richd, Little Crescent-st, Euston-sq, Coach Builder. Pet Feb 13. March 6 at 11. Ablett, Cambridge-ter, Hyde-park.

Wood, Geo, Manor-st, Bermondsey, Tailor. Pet Feb 17. March 5 at 12. Rigby, Size-lane, Bucklersbury.

To Surrender in the Country.

Ahrens, Fredk, Cardiff, Glamorgan, Ship Broker. Pet Feb 17. Bristol, March 3 at 11. Ingledew & Ince, Cardiff, and Press & Inskip, Bristol.

Barnsley, Joshua, Fairfield, Derby, out of business. Pet Feb 15. Manch, March 6 at 11. Farrington, Manch.

Bastin, Sarah, Bristol, Grocer. Pet Jan 30. Bristol, March 2 at 11. Henderson, Bristol.

Blezard, Wm, Brierfield, Lancaster, Farm Labourer. Pet Feb 14. Colne, March 6 at 11. Backhouse & Whittam, Burnley.

Bostock, Wm, Manch, Labourer. Pet Feb 15. Manch, March 12 at 9.30. Law, Manch.

Carroll, Bernard, Lpool, Provision Dealer. Pet Jan 31. Lpool, March 5 at 3.30. Thornley, Lpool.

Carter, Wm, Brighton, Sussex, Paper Hanger. Pet Feb 16. Brighton, March 7 at 11. Mills, Brighton.

Campbell, Richd, Lpool, Printer. Pet Feb 17. Lpool, March 2 at 11. Harris, Lpool.

Clark, Geo, Walesby, Nottingham, Farmer. Pet Feb 16. Leeds, March 3 at 12. Marshall & Son, Retford, and Smith & Burdekin, Sheffield.

Colclough, Jas, Burslem, Stafford, Potter. Pet Feb 14. Hanley, March 10 at 12. Ellis, Burslem.

Darlaston, John, & John Hamilton Phillips, Birm, Hinge Manufacturers. Pet Feb 8. Birm, March 5 at 12. Fitter, Birm.

Daniel, Richd, Stoke-upon-Trent, Stafford, Commission Agent. Pet Feb 14. Stoke-upon-Trent, March 3 at 11. Sutton, Burslem.

Davies, Thos, Llanrwst, Denbigh, Builder. Pet Feb 17. Lpool, March 2 at 11. Evans & Co, Lpool, and Jones, Conway.

Dimery, Geo, Badgeworth, Gloucester, Butcher. Pet Feb 13. Cheltenham, March 3 at 11. Marshall, Cheltenham.

Farrer, Thos, Stanningley, York, Innkeeper. Pet Feb. 16. Leeds, March 8 at 11. Pullan, Leeds.

Fox, Wm Trip, Dunstable, Bedford, Saddler. Pet Feb 16. Luton, March 6 at 11. Simpson, St Alban's.

Foxley, Jas. Crewe, Chester, Saddler, Pet Feb 17. Nauntwick, March 5 at 10. Lowe & Brooks, Nantwich.

Green, Ann, Grantham, Lincoln, Watchmaker. Pet Feb 9. Lincoln, Feb 28 at 11. Thompson, Grantham.

Goulding, Hezekiah, Cradley Heath, Stafford, Beerhouse Keeper. Pet Feb 16. Dudley, March 3 at 11. Addison, Brierley-hill.

Govier, Richd, Bridgwater, Somerset, Travelling Agent. Pet Feb 14. Bridgwater, March 7 at 10. Reed & Cook, Bridgwater.

Harper, Hy, Prisoner for Debt, Chester. Adj Feb 10. Lpool, March 2 at 11.

Hemmingway, John Israel, Sheffield, Gas Fitter. Pet Feb 16. Sheffield, March 8 at 1. Binney & Son, Sheffield.

Hinchliffe, Jas Hy, Morley, nr Leeds, Tailor. Pet Feb 13. Dewsbury, March 2 at 3. Harle, Leeds.

Hughes, Thos, Mealog, nr Holyhead, Anglesey, Builder. Pet Feb 16. Lpool, March 3 at 11. Best, Lpool.

Jensen, Niels, St Austell, Cornwall, Grocer. Pet Feb 16. St Austell, March 3 at 11. Meredith, St Austell.

Jones, Benj, Dawley, Salop. Pet Feb 17. Madeley, March 7 at 12. Walker, Wellington.

Kendall, Wm Paddison, Southampton, Journeyman Tailor. Pet Feb 14. Southampton, March 7 at 12. Mackey, Southampton.

Lockton, Geo, Zouch Mills, Nottingham, Miller. Pet Feb 16. Loughborough, March 5 at 11. Goode, Loughborough.

Lovell, Wm, Leamington Priors, Warwick, Carpenter. Pet Feb 16. Birm, March 5 at 12. Walker, Southam, and Allen, Birm.

Matthews, Jane, St Blazey, Cornwall, Widow. Pet Feb 14. St Austell, March 3 at 12. Wreford.

McAleenan, Richd, Prisoner for Debt, Newcastle-upon-Tyne. Adj Feb 13. Newcastle-upon-Tyne, March 2 at 12. Hoyle, Newcastle-upon-Tyne.

Mincher, Wm, Birm, out of business. Pet Feb 17. Birm, March 9 at 12. James & Griffin, Birm.

Newton, Thos, Knottingley, York, Corn Miller. Pet Feb 17. Leeds, March 3 at 11. Bond & Barwick, Leeds.

Newton, Joseph, Pointon, Lincoln, Grocer. Pet Feb 12. Bourn, March 2 at 12. Law, Stamford.

Nicholas, Thos Walter, Newport, Monmouth, Merchant's Clerk. Pet Feb 15. Bristol, March 2 at 11. Bradgate, Newport.

Platt, Wm, Salford, Lancaster, Commercial Clerk. Pet Feb 15. Salford, March 3 at 9.30. Fox, Manch.

Ridgill, Chas, Thorne, York, Agricultural Labourer. Pet Feb 7. Thorne, March 7 at 2. Collinson & Littlewood, Doncaster.

Rigg, Wm, Broughton-in-Furness, Lancaster, Shoemaker. Pet Feb 14. Ulverston, March 1 at 10. Yarker & Salmon, Ulverston.

Roberts, Job, Myfod, Montgomery, Beerhouse Keeper. Pet Feb 15. Llanfyllin, March 15 at 11. Pughe, Llanfyllin.

Ross, Wm, Prisoner for Debt, Walton. Adj Feb 14. Lpool, March 2 at 11.

Spellman, Joseph, Lpool, Messenger. Pet Jan 9. Lpool, March 5 at 3. Gray, Lpool.

Spencer, Wm, Prisoner for Debt, Newcastle-upon-Tyne Adj Jan 16. Newcastle-upon-Tyne, March 2 at 12. Hoyle, Newcastle-upon-Tyne.

Smith, Jane, Milnthorpe, Westmorland, Grocer. Pet Feb 9. Kendal, Feb 23 at 10. Thomson, Kendal.

Taylor, Abraham, & Thos Roberts, Tunstall, Stafford, Theatrical Proprietors. Pet Feb 19. Birm, March 7 at 12. Ward & Holmes, Burslem.

Timmis, John Wesley, Burslem, Stafford, Jeweller. Pet Feb 16. Birm, March 2 at 12. Smith, Birm.

Tonkiss, Wm Hastle, Birm, Wholesale Milliner. Pet Feb 17. Birm, March 5 at 12. Parry, Birm.

Thompson, Geo, Birm, Warehouseman. Pet Feb 14. Birm, March 9 at 10. Allen, Birm.

Vevers, Wm Hogarth, Maidenhead, Berks, House Decorator. Pet Feb 16. Windsor, March 3 at 11. Smith, Windsor.

Waites, Thos, Penistone, York, Book-keeper. Pet Feb 17. Leeds, March 3 at 12. Dransfield & Sons, Penistone, and Smith & Burdekin, Sheffield.

Walker, Thos, Sutton Coldfield, Warwick, Working Brewer. Pet Feb 19. Birm, March 9 at 12. Allenby, Birm.

Williams, Benj, Wellington, Salop, Innkeeper. Pet Feb 9. Wellington, March 9 at 10. James, Wellington.

Williams, Morgan, Newtown, Montgomery, Brickmaker. Pet Feb 15. Newtown, March 7 at 11. Jones, Welshpool.

Witton, Christopher, South Shoebury, Essex, General Shop Keeper. Pet Feb 14. Rochford, March 7 at 1. Freeman, Maldon.

Wooldridge, Maria Eliz, Prisoner for Debt, Lancaster. Adj Feb 14. Lpool, March 6 at 3.

Wright, Orlando, York, Manufacturing Jeweller. Pet Feb 17. York, March 8 at 11. Grayston, York.

BANKRUPTCIES ANNULLED.

FRIDAY, Feb. 16, 1866.

Gale, Jas, Aldershot, Hants, Hotel Keeper. Jan 15.

TUESDAY, Feb. 20, 1866.

Hutchinson, Wm, West Hartlepool, Durham, Railway Contractor. Feb 17.

Lockwood, Joseph Pratt, Penistone, York, Woollen Cloth Manufacturer. Feb. 17.

COUNCIL OF LAW REPORTING.

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Benchers' Reading Room, Lincoln's-inn. February 17th, 1866.

FITZROY KELLY, Chairman.

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